

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of the 30th day of June, 2026 (the “Effective Date”), by and between the 475 BILTMORE MOB LLC, a Delaware limited liability company (“Seller”), and the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida (“Buyer”).

BACKGROUND

A. Seller is the owner of that certain real property located at 475-495 Biltmore Way, Coral Gables, Florida 33134, as more particularly described on Schedule A, bearing folio numbers 03-4117-008-0930 and 03-4117-008-0980 (collectively, the “Land”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, Seller’s right, title and interest in the Property (as defined herein) on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

SALE, PURCHASE PRICE AND CLOSING

SECTION 1.1. Sale of Property.

(a) On the Closing Date and pursuant to the terms and subject to the conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, Seller’s right, title and interest in the following property (collectively, the “Property”):

(i) The Land, together with all easements, covenants, rights-of-way, development rights, air, water, mineral, oil, gas or other hydrocarbon rights and other rights appurtenant to the Land and all right, title and interest of Seller, if any, in and to any land lying in the bed of any street, road, avenue or alley, open or closed, in front of or adjoining the Land and to the center line thereof;

(ii) all buildings, improvements, parking lots, landscaping and other structures existing at or being constructed on the Land (the “Improvements”);

(iii) all furniture, fixtures, equipment, and other personal property (together, the “Personal Property”) which are now, or may hereafter prior to the Closing Date be, placed in or attached to the Land and/or Improvements and used in connection with the operation, use or maintenance of the Land and/or Improvements, owned or used by Seller. As used herein, “Affiliate” shall mean any Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another Person (where “control”

means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, and shall in any event include the ownership or power to vote more than fifty percent (50%) of the outstanding equity or voting interests of such other Person). As used herein, "Person" shall mean a natural person, partnership, limited partnership, limited liability company, corporation, trust, estate, association, unincorporated association or other entity;

(iv) to the extent assignable, all licenses, permits, guaranties, entitlements, certificates of occupancy, dedications, subdivision maps, governmental approvals and authorizations presently or hereafter issued in connection with the operation or development of all or any part of the Land and/or Improvements as it is presently being operated and all books and records, tenant files, tenant lists and marketing information relating to the Land and/or Improvements, all studies, reports, or summaries relating to any environmental matters, and other books and records relating to the ownership or maintenance of the Land and/or Improvements, all drawings, plans and specifications, operating manuals, surveys, engineering or environmental reports and other studies, investigations or depictions of the Land and/or Improvements, and any technical, accounting, and procedural manuals (collectively, the "Property Documents");

(v) to the extent assignable, all warranties, if any, issued or assigned to Seller or any Affiliate of Seller or the Property Manager from any manufacturer, contractor, engineer or architect in connection with construction or installation of any improvements or equipment or any component of the improvements included as part of the Land and/or Improvements (collectively, the "Warranties"). Seller shall obtain any requisite consents and pay any fees or perform any work required to effectuate such assignment and transfer;

(vi) all Leases (as defined herein) and all security and escrow deposits (including accrued interest thereon) (the "Security Deposits") held in connection therewith;

(vii) all Assumed Contracts (as defined herein); and

(viii) all intangible rights, titles, interests, privileges and appurtenances owned by Seller and related to or used exclusively in connection with the ownership, use or operation of the Land and/or Improvements, including all right, title and interest of Seller in any and all names or trade names by which the Land and/or Improvements or any part thereof may be known, including the name "Biltmore Medical Center", and any variations thereof, and all registrations for such names, if any, and all intangible right, title and interest associated with such names, including logos, service marks, copyrights, assumed names, brand names, certification marks, collective marks, d/b/a's, symbols, trade dress, fictitious names, trademarks, e-mail addresses, websites, domain names and sub-domain names using such name or other indicia or origin thereof, all applications and registrations for the foregoing, including renewals of same, and all goodwill associated therewith and symbolized thereby and phone numbers for and digital images of, the Land and/or Improvements and all other intangible personal property to the extent associated with the Property (collectively, the "Intangible Property").

(b) Within five (5) Business Days of the date hereof, Buyer shall deposit with Holland & Knight LLP, 701 Brickell Avenue, Suite 3300, Miami, Florida 33131, Attn: Vivian de

las Cuevas-Diaz (email: vivian.cuevas@hklaw.com), as escrow agent (in such capacity, “Escrow Agent”) an amount equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the “Earnest Money”), which shall be credited against the Purchase Price at Closing. The Earnest Money shall be delivered to Escrow Agent by wire transfer of immediately available federal funds and shall be held by the Escrow Agent in accordance with this Agreement. The Earnest Money shall be fully refundable to Buyer: (i) at any time prior to the expiration of the Due Diligence Period, for any reason or no reason; (ii) in the event any condition precedent to Buyer’s obligation to close set forth in Section 5.1 is not satisfied (or waived by Buyer), including, without limitation, the failure to obtain the City Commission Approval; and (iii) in the event this transaction fails to close as a result of Seller’s default of this Agreement and failure to cure said default within applicable cure periods. Upon the occurrence of any of the foregoing events, the Escrow Agent shall promptly return the Earnest Money, together with any interest accrued thereon, to Buyer.

(c) Subject to the adjustments, prorations and credits provided for in this Agreement, the consideration to be paid by Buyer to Seller for the purchase of the Property shall be Twenty-Four Million and No/100 Dollars (\$24,000,000.00) (the “Purchase Price”), and shall be paid by Buyer to Seller on the Closing Date, subject to the terms of this Agreement.

(d) In accordance with Section 2-1092 of the Coral Gables Code of Ordinances, which requires that whenever Buyer purchases real estate and the fee simple value of the property being purchased is in excess of \$250,000.00, Buyer shall, promptly after the Effective Date, have the property appraised by two (2) real estate appraisers holding the MAI designation in order to determine the estimated market value in accordance with said Section 2-1092 of the Coral Gables Code of Ordinances (collectively, the “Appraisals”). Buyer shall cause the City Manager to promptly provide the Appraisals to the Coral Gables City Commission (the “Commission”) for the Commission’s approval or disapproval of the transactions contemplated herein. Buyer shall use good faith diligent efforts to cause the City Manager to submit the Appraisals and all other required documentation to the Commission in order to cause the first public hearing to occur on July 7, 2026 and the second public hearing to occur by August 25, 2026, subject to delays outside of Buyer’s reasonable control. Buyer shall keep Seller informed on a regular basis of the status of the application and submission of documents by City Manager to the Commission, and the timing and results of the hearings. Seller agrees to file with the City, prior to the Closing Date, a document identifying the extent of its ownership interest in the Property, to the extent required by the Coral Gable Code of Ordinances.

(e) Notwithstanding anything to the contrary contained in this Agreement, if the second hearing of this Agreement and the transactions contemplated hereunder do not occur by September 30, 2026, then either Seller or Buyer may terminate this Agreement by delivering written notice to the other party no later than October 6, 2026, in which case, the Deposit shall be returned to Buyer and the parties hereto shall have no further liability under this Agreement except for those obligations that specifically survive the termination of this Agreement.

SECTION 1.2. The Closing.

(a) Subject to the terms of this Agreement, the closing of the sale and purchase of the Property (the “Closing”) shall take place on or before October 30, 2026, or as otherwise extended pursuant to Section 1.2(b) hereof (the “Closing Date”).

(b) The Closing shall be held on the Closing Date by mutually acceptable escrow arrangements. There shall be no requirement that Seller and Buyer physically attend the Closing, and all funds and documents to be delivered at the Closing shall be delivered to the Escrow Agent unless the parties hereto mutually agree otherwise, provided that, notwithstanding anything to the contrary set out in this Agreement, Buyer shall have the option to extend the Closing Date for any reason in its sole discretion for up to five (5) Business Days, provided Buyer gives Seller at least forty-eight (48) hours’ written notice in advance of such Closing.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

SECTION 2.1. General Seller Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive Closing for a period of nine (9) months, as follows:

(a) Formation; Existence. Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, and qualified to do business in the state of Florida.

(b) Power and Authority. Seller has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized by all necessary action on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes Seller’s legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights and by general principles of equity (whether applied in a proceeding at law or in equity).

(c) No Consents. No consent, license, approval, order, permit or authorization of, or registration, filing or declaration with, any court, administrative agency or commission or other Governmental Authority or instrumentality, domestic or foreign, or any third party, is required to be obtained or made in connection with the execution, delivery and performance of this Agreement by Seller or any of Seller’s obligations in connection with the transactions required or contemplated hereby. As used herein, “Governmental Authority” shall mean any federal, state or local government or other political subdivision thereof or quasi-authority, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

(d) No Conflicts. To Seller's Knowledge, Seller's execution, delivery and compliance with, and performance of the terms and provisions of this Agreement, and the sale of the Property, will not (i) conflict with or result in any violation of its organizational documents, (ii) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which Seller is a party or which is binding on Seller in its individual capacity or the Property or any portion thereof, or (iii) violate any Applicable Law relating to Seller or its assets or properties. As used here in, "Applicable Law" shall mean all statutes, laws, common law, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, board of fire underwriters and similar quasi-governmental agencies or entities, and any judgment, injunction, order, directive, decree or other judicial or regulatory requirement of any Governmental Authority of competent jurisdiction affecting or relating to the Person or property in question.

(e) Bankruptcy. To Seller's Knowledge, Seller (i) is not a debtor under any bankruptcy proceedings, voluntary or involuntary, (ii) has not made an assignment for the benefit of creditors, (iii) has not suffered the appointment of a receiver to take possession of all, or substantially all, of the Seller's assets, which remains pending, (iv) suffered the attachment or other judicial seizure of all, or substantially all of the Seller's assets, which remains pending, or (v) admitted in writing its inability to pay its debts as they mature.

(f) Compliance with International Trade Control Laws and OFAC Regulations; Anti-Money Laundering. To Seller's Knowledge, Seller, any Person with a direct ownership interest in Seller, and/or any of Seller's Affiliates (i) are not now nor shall be at any time prior to or at the Closing a Person named in any executive orders or lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") as Persons with whom a United States Citizen ("U.S. Person") may not transact business or must limit their interactions to types approved by OFAC ("Specially Designated Nations and Blocked Person"), and (ii) are currently in compliance with and will at all times during the term of this Agreement (including any extension thereof) remain in compliance with the regulations of OFAC and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto. To Seller's Knowledge, the operations of Seller have been conducted at all times in compliance with (i) the U.S. Money Laundering Control Act of 1986, as amended (the "Anti-Money Laundering Laws"); and (ii) the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). To Seller's Knowledge, no proceeding by or before any governmental authority or regulatory body involving Seller with respect to the Anti-Money Laundering Laws or the FCPA is pending or threatened.

(g) Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code of 1986 (as amended, the "Code"), and the Treasury Regulations thereunder.

SECTION 2.2. Representations and Warranties of Seller as to the Property. Seller hereby represents and warrants to Buyer, as of the date hereof and

as of the Closing Date, which representations and warranties shall survive Closing for a period of nine (9) months, as follows:

(a) Contracts. Schedule 2.2(a) sets forth a list of all written agreements or contracts relating to the ownership or operation of the Property, except for the Leases (collectively, the "Contracts") affecting the Property, together with all amendments thereto, which list is true and complete in all material respects. The Contracts shall include the Management Agreement (hereinafter defined). Seller has delivered or made available to Buyer true and correct copies of the Contracts affecting the Property. To Seller's Knowledge, Seller is not in default under any Contract, and Seller has not given nor received any written notice of any breach or default (monetary or non-monetary) under any such Contracts that has not been cured or rescinded.

(b) Rent Roll; Leases. The rent roll and schedule of Security Deposits (collectively, the "Rent Roll") attached hereto as Schedule 2.2(b), is true, correct and complete in all material respects, is the actual Rent Roll that Seller uses at the Property, and includes a list of all leases, licenses and occupancy agreements relating to: (i) the occupancy of the Property, and (ii) the rental of parking spaces at the Property (together with any amendments, renewals, extensions, supplements, modifications, addendums, guarantees and security deposits thereof) and will, when updated in accordance with Section 6.2(v), include all New Leases entered into prior to such date of delivery in accordance with Section 4.1(l) hereof (collectively, the "Leases"). Each Rent Roll delivered hereunder shall, at a minimum, include, for each tenant or occupant of the Property as of the date of such Rent Roll: (1) the tenant name, (2) suite or unit number, (3) lease commencement date and expiration date, (4) base rent and any additional rent payable (including common area maintenance charges, taxes and insurance, and utilities, if applicable), (5) current monthly and annual rent, (6) Security Deposit or other credit support (including any letters of credit), (7) any remaining rent concessions, abatements or free rent periods, (8) any arrearages or delinquencies, (9) and the square footage of the leased premises. Except as otherwise set forth in the Rent Roll, all Rents (as hereinafter defined) are being collected on a current basis and there are no Rent defaults by any tenant and no tenant has paid rent or other charges due under any Lease more than sixty (60) days in advance. All the Leases are in full force and effect except as may otherwise be explicitly disclosed to Seller in writing from and after the Effective Date. To Seller's Knowledge, no tenant, occupant or licensee is in default in any material aspect or entitled to any tenant concessions, inducements, refunds, rebates, discounts, free rent periods or other similar arrangement (outstanding or otherwise). To Seller's Knowledge, no tenant, occupant or licensee has claimed or asserted, or has the right to, any defenses, counterclaims, set-offs, offsets or abatements of or against the rent or any other charges payable under its Lease. Seller has delivered to Buyer true and correct copies of all Leases that are in Seller's possession or reasonable control as of the Effective Date. Seller is the landlord under each Lease. To Seller's Knowledge, the obligations of "lessor" or "landlord" under the Lease with respect to the performance of work or the payment of allowances have been fully observed and performed, and Seller is not in default of any material obligations on its part to be performed under the Lease.

(c) Brokerage Commissions. To Seller's Knowledge, there are no unpaid brokerage commissions or finders' fees payable by Seller, except as set forth on Schedule 2.2(c).

(d) Condemnation. To Seller's Knowledge, there are no pending condemnations or eminent domain proceedings affecting the Property and, to Seller's Knowledge, no such action is threatened against the Property.

(e) Litigation. To Seller's Knowledge, there are no litigations, actions, suits, arbitrations, claims, government investigations, injunctions, writs, orders or proceedings pending or threatened against Seller or affecting Seller or the Property. To Seller's Knowledge, Seller is not a party to or subject to the provision of any judgment, order, writ, injunction, decree or award of any Governmental Authority which would reasonably be likely to adversely affect the ability of Seller to perform its obligations hereunder or adversely affect the Property.

(f) Employees. No individuals have been or presently are employed by Seller and there are no employment agreements or arrangements. Neither Seller nor the Property Manager or any other agent is a party to any union contracts, collective bargaining agreements or labor agreements or arrangements with respect to the use or operation of the Property.

(g) Taxes. To Seller's Knowledge, all Taxes due and payable with respect to the Property have been paid, Seller has timely filed all Tax returns required to be filed with respect to the Property, and all such Tax returns were true, complete and correct in all material respects. To Seller's Knowledge, there are no liens for Taxes (other than Taxes not yet due and payable) upon the Property. Seller has not filed any Tax certiorari or other appeals with respect to the Property which remain outstanding. To Seller's Knowledge, Seller (i) is not a party to any action, suit, proceeding, investigation, audit or claim with respect to any Taxes, (ii) has not granted any waiver of any statute of limitation with respect to, or any extension of a period for, the assessment of any Taxes and there is no such request to extend the period of assessment or collection of Taxes (which request is still pending), and (iii) has not received any written notice of a special Tax or assessment to be levied (and does not have any knowledge that a special Tax or assessment is contemplated), in each case with respect to the Property. As used herein, "Taxes" shall mean all U.S. federal, state, or local or non-U.S. taxes, charges, fees, levies or other assessments, including income, gross income, gross receipts, production, excise, employment, sales, use, transfer, ad valorem, value added, goods and services, profits, license, capital stock, capital gains, environmental, franchise, severance, occupation, stamp, withholding, Social Security, employment, unemployment, disability, worker's compensation, payroll, utility, windfall profit, custom duties, personal property, real property, escheat, taxes required to be collected from customers on the sale of services, registration, alternative or add-on minimum, estimated, and other taxes, customs, duties, governmental fees or like assessments or charges of any kind whatsoever, including any interest, penalties, related liabilities or additions thereto.

(h) Environmental Matters. To Seller's Knowledge, there have been no releases of Hazardous Materials at, under, in or on the Property in violation of Applicable Laws or any violation of Environmental Laws that have not been cured and remediated. Seller has not received written notice from any Governmental Authority of any violation of any Environmental Law applicable to the Property or liability related thereto, which has not been cured and remediated. Seller has not done nor, to its knowledge, permitted anything which could cause Hazardous Materials to be present in, on or about the Property in violation of any Environmental Laws, and has no knowledge of any such materials being or ever having been in, on, or about the Property during Seller's ownership thereof. No toxic or hazardous materials or wastes have

been, are or shall be located or stored on or under the Property in violation of Environmental Laws during Seller's ownership of the Property, which have or will have an adverse effect upon the use, development and/or value of the Property. As used herein, "Hazardous Materials" shall mean (a) those substances included within the definitions of any one or more of the terms "hazardous substances," "toxic pollutants", "hazardous materials", "toxic substances", and "hazardous waste" in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (as amended), the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sections 1801 et seq., the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. Section 6901 et seq., Section 311 of the Clean Water Act, 15 U.S.C. § 2601 et seq., 33 U.S.C. § 1251 et seq., 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq, and the regulations and publications issued under any such laws, (b) petroleum, radon gas, lead based paint, asbestos or asbestos containing material and polychlorinated biphenyls and (c) mold or water conditions which may exist at the Property or other substances, wastes or materials listed or defined by any state or local statutes, regulations and ordinances pertaining to the protection of human health and the environment. As used here in, "Environmental Laws" shall mean any Applicable Laws which regulate or control (i) Hazardous Materials, pollution, contamination, noise, radiation, water, soil, sediment, air or other environmental media, or (ii) an actual or potential spill, leak, emission, discharge, release or disposal of any Hazardous Materials or other materials, substances or waste into water, soil, sediment, air or any other environmental media, including, without limitation, (A) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (B) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (C) the Federal Water Pollution Control Act, 33 U.S.C. § 2601 et seq., (D) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (E) the Clean Water Act, 33 U.S.C. § 1251 et seq., (F) the Clean Air Act, 42 U.S.C. § 7401 et seq., (G) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., and (H) the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. and similar state and local Applicable Law, as amended from time to time, and all regulations, rules and guidance issued pursuant thereto.

Notwithstanding anything to the contrary contained in this Agreement, Seller hereby discloses, and Seller's representations and warranties contained in this Agreement shall be subject to, the following: (AA) based on the age of the improvements at the Property, asbestos containing materials ("ACM") may be present at the Property, including, without limitation, floor and ceiling tiles, insulation, pipe and duct wrapping, roofing materials, fireproofing, mastics, and joint compounds, and (BB) based upon the use of the Property as a medical office building, medical wastes may be located at the Property but Seller has no knowledge of the same being disposed of in violation of Environmental Laws.

(i) Violations. Seller has not received written notice from a Governmental Authority of any violations of Applicable Law relating to the Property, including any open or expired building permits and any fines or penalties associated with the foregoing (collectively, "Violations") that remain uncured or not rescinded.

(j) REAs. To Seller's Knowledge, there are no unrecorded reciprocal easement agreements, operating easement agreements, covenants, conditions and restrictions, and

homeowner's (or similar) association documents, affecting all or any portion of the Property (collectively, the "REAs").

(k) Purchase Options. To Seller's Knowledge, no party has any purchase option, right of first refusal to purchase, right of first offer to purchase or similar right to purchase in connection with all or any portion of the Property or the interests therein, whether recorded or unrecorded.

(l) ERISA. Seller is not, and no portion of the Property constitutes the assets of, a "benefit plan investor" within the meaning of Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA") and the Property does not constitute "plan assets" under 29 C.F.R. section 2510.3-101, as modified by Section 3(42) of ERISA. Seller does not maintain, sponsor, contribute to, or have any liability, contingent or otherwise, in its capacity as an employer or an affiliate of an employer, to any "employee benefit plan" within the meaning of Section 3(3) of ERISA.

(m) Personal Property. To Seller's Knowledge, Seller has good and valid title to the Personal Property, free and clear of all liens. Seller has not pledged, assigned, hypothecated or transferred any of its rights, title or interest in any of such Personal Property.

(n) Compliance With Laws. Seller has received no written notice to the effect that the Property are not in compliance with Applicable Laws. Seller has not received any written notice that any investigation has been commenced or is contemplated respecting any such possible noncompliance with respect to the Property or any portion thereof. Seller has not received written notice from any government agency or other third party of any revocation or threatened revocation of any permit or other rights affecting the Property.

(o) Warranties. To Seller's Knowledge, the Warranties are in full force and effect, and Seller has not received any notice of a void of any Warranty, in whole or in part.

(p) Management Agreement. The Property is currently managed by Medicus Asset Management, LLC ("Property Manager"), an Affiliate of Seller, pursuant to that certain Property Management Agreement dated as of March 1, 2020 between Seller and the Property Manager (the "Management Agreement"). Seller has delivered or made available to Buyer a true and correct copy of the Management Agreement, including all amendments, modifications and supplements thereto, to the extent in Seller's possession or reasonable control. The Management Agreement is in full force and effect, and neither Seller nor the Property Manager is in default thereunder, and, to Seller's Knowledge, no event has occurred which, with the giving of notice or the passage of time, or both, would constitute a default thereunder. Seller has not received any written notice of termination or intent to terminate the Management Agreement from the Property Manager.

As used herein, "Seller's Knowledge" or "Seller's knowledge" or words of similar import shall mean the actual (and not constructive or imputed) knowledge of Mario Gonzalez with a duty to inquire only to Jennifer Ferguson, representative of the Property Manager. Notwithstanding anything to the contrary contained herein, the designation of Mario

Gonzalez as the knowledge party, and Jennifer Ferguson as a representative of the Property Manager, shall in no way expose him to any personal liability hereunder.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, SELLER IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, PARKING RIGHTS OR PARKING SIZE OR COMPLIANCE, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, AVAILABILITY OF UTILITIES AND GOVERNMENTAL APPROVALS. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND INSPECTIONS OF THE PROPERTY AND, SUBJECT TO SELLER'S SPECIFIC WRITTEN REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS AGREEMENT OR CLOSING DOCUMENTS EXECUTED BY SELLER, SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT BE REVEALED BY BUYER'S INSPECTIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS" CONDITION, SUBJECT ONLY TO THE TERMS, REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE SPECIAL WARRANTY DEED FROM SELLER TO BUYER.

SECTION 2.3. Anti-Sandbagging. Effective upon the Closing, Buyer hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Agreement to make a claim against Seller for damages that Buyer may incur, or to rescind this Agreement and the transaction, as the result of any of Seller's representations or warranties being untrue, inaccurate or incorrect if Buyer actually knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the expiration of the Due Diligence Period or as of the date the representations and warranties are updated pursuant to this Agreement. The provisions of this Section shall survive the Closing and shall not be merged therein. As used in this Agreement, Buyer having knowledge of a fact as of a given time means that such fact was within the present actual knowledge of Buyer at such time, without the imputation of the knowledge of any other person or entity and without duty to investigate.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

SECTION 3.1. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller, as of the date hereof, and as of the

Closing Date, which representations and warranties shall survive Closing for a period of twelve (12) months, as follows:

(a) Organization and Authority. Buyer is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Florida. This Agreement (i) is and at the time of Closing will be duly authorized, executed and delivered by Buyer, (ii) is and at the time of Closing will be legal, valid and binding obligations of Buyer, and (iii) does not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. All documents executed by Buyer which are to be delivered to Seller at Closing (i) are or at the time of Closing will be duly authorized, executed and delivered by Buyer, (ii) are or at the time of Closing will be legal, valid and binding obligations of Buyer, and (iii) do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

ARTICLE IV

INTERIM COVENANTS

SECTION 4.1. Covenants of Seller Prior to Closing. From the Effective Date until the Closing or earlier termination of this Agreement, Seller or Seller's agents shall:

(a) Operation. Operate and maintain the Property in accordance with this Agreement and (except to the extent this Agreement requires otherwise) in accordance with Seller's past practices with respect to the Property in all material respects.

(b) Litigation. Advise Buyer promptly (promptly after gaining knowledge thereof) of any litigation, arbitration proceeding or administrative hearing (including condemnation) before any Governmental Authority that affects the Property, and deliver to Buyer promptly after receipt thereof copies of any written notices of Violations or other material written notices that are likely to have an adverse impact on the Property.

(c) Compliance with Laws. Comply in all material respects with all laws, ordinances, orders, requirements, or regulations of any governmental authority applicable to the Property.

(d) Defaults. Advise Buyer promptly of any written notices of default received by Seller under any Contract or Lease following the Effective Date.

(e) Insurance. Keep the Property insured against fire and other hazards and general liability in such amounts and under such terms as are substantially consistent with Seller's existing insurance program.

(f) Performance Under Leases. Perform, or cause its agents to perform, in all material respects, all obligations of landlord or lessor under the Leases.

(g) Taxes, Charges, etc. Continue to pay or cause to be paid all Taxes, water and sewer charges in respect of the Property, as they become due in the ordinary course of business.

(h) Encumbrances and Zoning. Not subject the Property, or consent, to any additional liens, encumbrances, covenants, restrictions or easements or apply for or consent to any zoning change, variance, subdivision, lot-line adjustment, or similar change with respect to the Property; provided, however, Seller may grant utility or similar easements impacting the Property upon first obtaining Buyer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(i) New Contracts. Not enter into any third-party contracts, equipment leases or other material agreements affecting the Property ("New Contracts") that will remain effective following the Closing Date, except for New Leases as provided in Section IV(l) hereinbelow, or amend, terminate or modify any existing Contracts in any manner which will not be terminated on or prior to the Closing Date without penalty or premium without Buyer's prior consent.

(j) Violations of Record. (x) close out any open building permits of record at the Property, and (y) cure any Property violations recorded, actually known, or disclosed by governmental/municipal searches delivered during the Due Diligence Period prior to Closing (collectively, "Violations of Record").

(k) Intentionally Deleted.

(l) Leases.

(i) Continue its present leasing program and use commercially reasonable efforts at the Property to lease vacant space and parking spaces, if applicable, to tenants, provided that, following the Effective Date until the Closing or earlier termination of this Agreement, without the prior written consent of Buyer, Seller shall not (A) execute any new lease or license for occupancy or parking at the Property, (B) amend, terminate, accept the surrender of, or modify any existing Lease, or (C) grant any tenant improvement allowance, free rent, or other economic concession under any existing or new Lease; except that Seller is authorized, without Buyer's prior consent, to (1) accept the termination of Leases at the end of their existing terms or amendments memorializing extensions of any Leases as required thereunder, and (2) enter into new leases or renewals of existing Leases on market rate terms consistent with comparable properties in the Coral Gables market, provided that all of the following conditions are satisfied: (x) the term of any such new lease or renewal is not less than one (1) year nor more than five (5) years, (y) any tenant improvement allowance or free rent granted in connection therewith does not exceed then-prevailing market rates for comparable commercial space in Coral Gables, Florida, (z) such lease does not contain any purchase option, right of first refusal to purchase, exclusive use provision, or other non-standard terms that are likely to have an adverse affect on the value or marketability of the Property, and (aa) no such lease exceeds more than three thousand (3,000) square feet of the Property (each such lease, a "New Lease").

(ii) Pay (or otherwise credit Buyer) all leasing commissions, rental agents, and finders' fees on account of, and all tenant improvement allowances and the cost of all landlord or tenant improvements required to be paid or performed by the landlord under any Lease, but excluding any such amounts under New Leases and any amendment, expansion or renewal executed in accordance with Section 4.1(l), which Buyer shall assume only upon, and effective

as of, the Closing Date; provided, however, that in no event shall Buyer be required to pay leasing commissions in excess of: (i) with respect to each New Lease, (A) four percent (4%) of the aggregate rent payable thereunder where only Seller's broker is involved, or (B) six percent (6%) of the aggregate rent payable thereunder, in the aggregate, where the applicable tenant is also represented by a broker; and (ii) with respect to each renewal, (A) two percent (2%) of the aggregate rent payable thereunder where only Seller's broker is involved, or (B) four percent (4%) of the aggregate rent payable thereunder, in the aggregate, where the applicable tenant is also represented by a broker.

(iii) Within sixty (60) days following the Effective Date, at Seller's sole cost and expense, use commercially reasonable efforts to obtain and deliver to Buyer executed estoppel certificates, substantially in the form attached hereto as Exhibit J (each a "Tenant Estoppel") from tenants occupying not less than eighty-five percent (85%) of the leased square footage at the Property (the "Required Tenant Estoppels"); provided, however, that Seller shall not be in default hereunder solely by reason of any tenant's failure or refusal to deliver a Tenant Estoppel. Notwithstanding anything to the contrary contained in this Agreement, Seller shall be required to deliver a certificate from Seller, substantially in the form attached hereto as Exhibit K (a "Seller Estoppel") for any tenant that did not deliver a Tenant Estoppel and in an amount sufficient so that the Tenant Estoppels and Seller Estoppels, taken together, relate to one hundred percent (100%) of the leased square footage at the Property; provided, however, that any Seller Estoppels shall not relate to more than twenty-five percent (25%) of the leased square footage at the Property (the "Required Seller Estoppels" and together with the Required Tenant Estoppels, the "Required Estoppels"); provided, further, that any Seller Estoppel shall be superseded by a Tenant Estoppel if subsequently obtained.

(iv) If Seller enters into a New Lease or amends, terminates or modifies any existing Lease after the Effective Date as permitted in accordance with this Section 4.1(l), then Seller shall promptly provide written notice and a copy thereof to Buyer and such leases shall be deemed added to Schedule 2.2(b), and Schedule 2.2(b) shall be deemed amended at the Closing to include such leases.

(v) Terminated Contracts. On or prior to the Closing Date, deliver a notice of termination with respect to all Contracts other than the Assumed Contracts (with a copy to Buyer). All termination fees and any other costs and expenses relating to such termination shall be the responsibility solely of Seller, and Buyer shall not have any responsibility or liability therefor. Seller's obligations under this Section 4.1(l) shall survive the Closing for a period of nine (9) months.

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

SECTION 5.1. Conditions Precedent to Buyer's Obligations. The obligation of Buyer to purchase and pay for the Property on the Closing Date is subject to the satisfaction (or waiver by Buyer) as of the Closing Date of the following conditions:

(a) Each of the representations and warranties made by Seller in this Agreement shall be true and correct in all material respects when made and true and correct in all material respects on and as of the Closing Date as though such representations and warranties were made on and as of the Closing Date.

(b) As of the Closing Date, the Property shall be free from contamination by Hazardous Materials arising from and after the expiration of the Due Diligence Period, including but not limited to, asbestos, under any Applicable Laws or Environmental Laws now or hereinafter in effect.

(c) Seller shall have performed or complied in all material respects with each obligation and covenant required by this Agreement.

(d) Fee simple title to the Property shall be vested in Seller (and at the Closing shall be conveyed to Buyer) subject only to the Permitted Exceptions and the Title Company shall be unconditionally and irrevocably committed to issue each applicable Title Policy to Buyer subject only to the payment of the applicable premium.

(e) From and after the Effective Date, there shall have been no material adverse change in the physical or environmental condition of the Property.

(f) Buyer shall have obtained the final, non-appealable written approval of the Coral Gables City Commission (the "City Commission Approval") to allow for the execution, delivery, and performance by Buyer of its obligations under this Agreement. Seller and Buyer acknowledge and agree that the City Commission Approval will require two (2) readings at two (2) separate, duly noticed City of Coral Gables Commission meetings, with a minimum of four (4) votes in favor of the transaction contemplated herein at each reading. The City Commission Approval shall not be deemed final unless and until (i) all applicable appeal and/or challenge periods have expired, and (ii) any appeal or challenge has been finally resolved and no longer subject to further review or appeal.

(g) Seller shall have delivered the fully executed Required Estoppels in accordance with Section 4.1(l)(iii) hereof.

(h) Buyer, Title Company and Escrow Agent shall have received all of the documents required to be delivered by Seller under Section 6.2.

The conditions precedent set forth in this Section are intended solely for the benefit of Buyer. Notwithstanding anything to the contrary contained in this Agreement, to the extent any condition precedent contained in this Section requires actions by Buyer, Buyer shall use good faith and diligent efforts to cause the same to be satisfied. If any of the above conditions precedent are not satisfied on or prior to Closing then, subject to Buyer's right under Article XII, Buyer shall have the right to (i) waive the unsatisfied condition and continue to Closing, (ii) extend the Closing one (1) time, for a period not to exceed ten (10) days (on the date such extension of Closing shall be elected by written notice given to Seller no later than 5:00 p.m. Eastern Time which is prior to the then scheduled Closing Date), or (iii) terminate this Agreement upon written notice to Seller; upon such written notice, this Agreement shall terminate and be of no further force and effect and Escrow Agent shall promptly return the

Earnest Money, with interest accrued thereon, if any, to Buyer, whereupon the parties shall be relieved of all further obligations under this Agreement, except for any terms and conditions which are to survive termination or cancellation of this Agreement.

ARTICLE VI

CLOSING DELIVERIES

SECTION 6.1. Buyer Closing Deliveries. Buyer shall deliver the following documents to the Escrow Agent on or before the Closing Date:

- (a) With respect to the Property:
 - (i) an assignment and assumption of Seller's interest in the Leases (the "Assignment of Leases") duly executed by Buyer in substantially the form of Exhibit A attached hereto;
 - (ii) an assignment and assumption of the Assumed Contracts for (the "Assignment of Contracts") duly executed by Buyer in substantially the form of Exhibit B attached hereto;
 - (iii) the assignment of all Property Documents, Warranties and Intangible Property with respect to the Property to the extent assignable (the "Assignment of Licenses, Permits, Warranties and General Intangibles") duly executed by Buyer in substantially the form of Exhibit D attached hereto;
- (b) With respect to the transactions contemplated hereunder:
 - (i) a closing statement prepared by Escrow Agent and reasonably approved by Seller and Buyer, consistent with the terms of this Agreement (the "Closing Statement") duly executed by Buyer;
 - (ii) any additional documents that Title Company or Escrow Agent may reasonably require for the proper consummation of the transaction contemplated by this Agreement; and
 - (iii) funds to legally close the transactions as set forth in the Closing

Statement.

SECTION 6.2. Seller Closing Deliveries. Seller shall deliver at Closing (x) possession of the Property subject only to the Permitted Exceptions (including the Leases) and (y) the following documents to the Escrow Agent on or before the Closing Date:

- (a) With respect to the Property:

- (i) a Special Warranty Deed (the “Deed”) for the Property in the form of Exhibit E;
- (ii) the Assignment of Leases duly executed by Seller;
- (iii) a bill of sale duly executed by Seller in substantially the form of Exhibit F attached hereto, relating to all fixtures, chattels, equipment and articles of Personal Property owned by Seller which are currently located upon or attached to the Property and used solely in connection with the operation of such Property;
- (iv) the Assignment of Contracts duly executed by Seller;
- (v) the Rent Roll (including the schedule of Security Deposits) for the Property dated not earlier than five (5) Business Days prior to the Closing Date certified by Seller in accordance with Section 2.2(a);
- (vi) notice letters to the tenants at the Property (the “Tenant Notices”) duly executed by Seller, in substantially the form of Exhibit C attached hereto;
- (vii) an affidavit that Seller is not a “foreign person” within the meaning of Section 1445 of the Code, in substantially the form of Exhibit G attached hereto;
- (viii) the Assignment of Licenses, Permits, Warranties and General Intangibles for the Property duly executed by Seller;
- (ix) evidence of the termination of any agreement with any Affiliate of Seller and all leasing and brokerage agreements to which Seller is a party or which would be binding on Buyer or the Property;
- (x) originals (if available) of the Leases referred to in the Assignment of Leases and the Security Deposits records and lease files and related correspondence with respect thereto (including originals (if available) of all guaranties and letters of credit, endorsed or assigned to Buyer, as applicable), originals (if available) of the Assumed Contracts, all maintenance records and operating manuals pertaining to the Property in Seller’s possession and control, the Warranties, all keys to the Property in Seller’s possession and control, all Permits and all other property files, in each case which delivery may be satisfied by delivery outside of escrow, at the Property or at the on-site property management office at the Property;
- (xi) a letter to each of the vendors under the Assumed Contracts being assumed by Buyer informing such vendor of the assignment of such Assumed Contract to Buyer (which letter shall be in form and substance satisfactory to Buyer and may be satisfied by delivery outside of escrow directly to the vendors concurrently with the Closing provided a copy is delivered to Buyer on Closing);
- (xii) evidence of the termination of any Contracts not assumed by Buyer (which may be satisfied by delivery outside of escrow directly to the vendors concurrently with the Closing provided a copy is delivered to Buyer on Closing);

(xiii) a certificate duly executed by Seller certifying that all of the representations and warranties of Seller set forth in this Agreement are true and correct in all material respects and remade on and as of the Closing Date in the form attached as Exhibit H;

(xiv) such disclosures and reports and transfer/stamp tax forms as are required by applicable state and local law in connection with the conveyance of real property;

(xv) the Title Affidavit; and

(xvi) all required Tenant Estoppels.

(b) With respect to the transactions contemplated hereunder,

(i) the Closing Statement duly executed by Seller; and

(ii) any additional documents that Title Company or Escrow Agent may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

ARTICLE VII

INSPECTIONS; DUE DILIGENCE; RELEASE

SECTION 7.1. Inspections.

(a) Right of Inspection. From and after the Effective Date and through the earlier of the end of the Due Diligence Period or the earlier termination of this Agreement in accordance with the terms hereof, Buyer and Buyer's directors, officers, employees, affiliates, partners, advisers, members, brokers, lenders, prospective and/or existing capital sources, underwriters, insurers (including brokers and re-insurers), analysts, agents and other representatives, including, without limitation, attorneys, accountants, contractors, title companies, consultants, engineers and financial advisors (hereinafter collectively referred to as "Buyer's Agents") may enter upon the Property (subject to the rights of tenants and their guests) at reasonable times during normal business hours (and after giving Seller at least forty-eight (48) hours' prior notice and an opportunity to be present) to perform such inspections at Buyer's sole risk, cost and expense, for the purpose of (i) conducting environmental and engineering studies and investigations, surveys, feasibility studies and planning and other testing work necessary, appropriate or desirable for inspecting or examining the Property or for developing or formulating plans for Buyer's intended use of the Land and Improvements, including, without limitation, Phase I environmental testing ("Phase I") and radon and asbestos testing by third parties, and (ii) reviewing such materials in Seller's possession regarding the Property as may be provided or made available to Buyer by Seller (or by the Property Manager). Buyer shall, promptly after receipt, deliver a copy of any Phase I to Seller's counsel (and not to Seller). If the Phase I reveals a recognized environmental concern and the consultant recommends that a Phase II environmental assessment be conducted, then Buyer may proceed with such assessment subject to the terms of this paragraph. Buyer will not allow any such access by Buyer or Buyer's Agents to unreasonably interfere with the quiet enjoyment of the Property by tenants and their guests. Buyer shall not interview or communicate with any tenants or their guests except as is reasonably necessary to perform its inspections.

Buyer may, without Seller's consent, contact governmental agencies having jurisdiction over the Property in order to obtain customary litigation, judgment and environmental searches, zoning and building code reports and municipal and title lien searches with respect to the Property.

Additionally, Buyer and Buyer's Agents shall have the right to perform a walkthrough inspection of the Property no earlier than five (5) Business Days prior to the Closing Date. If, as a result of such walkthrough inspection, Buyer determines that the Property's physical condition has materially adversely changed since the end of the Due Diligence Period, Buyer shall promptly notify Seller in writing of such condition. Seller shall have the right, but not the obligation, to cure such condition within five (5) Business Days following receipt of such notice (and the Closing Date shall be extended, if necessary, to provide Seller such cure period). If Seller fails or elects not to cure such condition within such cure period, Buyer may elect to either (a) terminate this Agreement, subject to any surviving obligations, in which event the Earnest Money shall be returned to Buyer, or (b) proceed to Closing notwithstanding such condition, without any reduction in the Purchase Price. Notwithstanding anything to the contrary contained in this Agreement, in the event that such material adverse change is due to a casualty or condemnation, the provisions of Section 9.2 shall control over this paragraph.

(b) Notification. Buyer agrees that, in exercising its right of access hereunder, Buyer will use commercially reasonable efforts to not unreasonably or materially interrupt or interfere with the activities of tenants or their guests or invitees (including by entering into any leased premises without the prior consent of Seller or its representatives at the Property, which consent shall not be unreasonably withheld, conditioned or delayed), employees or other persons occupying or providing service at the Property, including, without limitation, any construction, renovation, maintenance or other work being performed at the Property. Unless otherwise agreed by Seller, Buyer shall, provide at least forty-eight (48) hours' prior written notice of its intention to conduct any inspection so that Seller shall have an opportunity to have a representative present during any such inspection, and Seller expressly reserves the right to have a representative present, it being agreed that Seller's having a representative present at any such inspection shall not be a prerequisite for Buyer's inspection of the Property. Notices to Seller for purposes of this clause (b) shall be sent by electronic mail to Jennifer Ferguson at jennifer.ferguson@sharemds.com.

(c) To the extent not prohibited by law and subject at all times to any limitations in Section 768.28 of the Florida Statutes, and without waiving any sovereign immunity protections or increasing Buyer's liability under applicable law, Buyer shall indemnify and hold Seller harmless for any and all damages, costs and expenses arising out of Buyer's, or its employees', agents' or contractors' activities on the Property pursuant to the inspection rights granted herein; however, the Buyer's indemnity hereunder shall not include any losses, cost, damage or expenses resulting from (x) the acts of Seller, its agents or representatives, or (y) the discovery of any pre-existing conditions on the Property, except to the extent exacerbated by Buyer or its representatives. To the extent Buyer causes any damage to the Property resulting from such activities, Buyer shall promptly cause the Property to be restored to substantially the same condition that existed prior to Buyer's inspections. Buyer and its agents shall: (i) promptly pay when due the costs of all tests, investigation and examinations performed by or for Buyer with regard to the Property; and (ii) not permit any liens to attach to the Property by reason of the

exercise of Buyer's rights hereunder. Any entry on the Property by Buyer or its agents shall be at the sole risk of Buyer, excluding the gross negligence or willful misconduct of Seller, its agents or representatives. Buyer may not undertake an intrusive Phase II environmental assessment or any other intrusive tests or intrusive studies upon the Property except as otherwise permitted in this Section 7.1(c). Upon Seller's request, Buyer shall provide Seller copies of the title commitment, and survey, if any, produced for Buyer as part of its due diligence activities. Buyer's obligations under this paragraph shall survive the Closing or earlier termination of this Agreement.

(d) Prior to the date of entry onto the Property, Buyer and Buyer's Agents shall deliver to Seller certificates evidencing commercial general liability insurance with limits of not less than \$1,000,000.00 and naming Seller and Property Manager as additional insureds thereunder.

SECTION 7.2. Termination Notice If Buyer determines, in its sole and absolute discretion, no later than sixty (60) days following the Effective Date (the "Due Diligence Period") that the Property are unacceptable for Buyer's purposes, for any reason or no reason, Buyer shall have the right to terminate this Agreement (the "Termination Notice"), whereupon the Earnest Money shall be promptly refunded, plus any accrued interest thereon, to Buyer by Escrow Agent and the obligations of the parties hereunder shall terminate (other than those obligations that expressly survive a termination of this Agreement). Notwithstanding the foregoing, Buyer shall have a one-time option to extend the Due Diligence Period for a period not to exceed fifteen (15) additional days by providing written notice to Seller of such extension prior to the expiration of the Due Diligence Period. If Buyer fails to timely deliver a Termination Notice on or before the expiration of the Due Diligence Period (as the same may be extended), it shall be deemed to have elected to proceed with the transactions contemplated under this Agreement and the Earnest Money shall become non-refundable to Buyer (except in the event of Seller's default or the failure of a condition precedent to Buyer's obligation to close set forth in Section 5.1) as set forth in this Agreement.

SECTION 7.3. Assumed Contracts. On or before the expiration of the Due Diligence Period, Buyer shall notify Seller which Contracts it will assume on Closing (the "Assumed Contracts"). Any Contract which Buyer has not notified Seller that it will assume at Closing pursuant to this Section 7.3 shall be terminated by Seller prior to the Closing Date, at Seller's sole cost and expense. Buyer shall not be responsible for any early termination, assignment, or cancellation penalties or payments in connection with any Contracts terminated or assigned pursuant to this Section 7.3. Seller shall pay any and all termination fees and other sums owing under the terminated Contracts up to the Closing Date, and Seller shall indemnify Buyer from and against any claims arising in connection with the Seller's termination of such terminated Contracts (which indemnity obligation shall survive the Closing).

SECTION 7.4. Management Agreement. On or before the expiration of the Due Diligence Period, Buyer shall notify Seller in writing whether Buyer elects to (i) assume the Management Agreement at Closing, in which event the Management Agreement shall be included as an Assumed Contract and assigned to Buyer pursuant to the Assignment of Contracts, or (ii) terminate the Management Agreement at or prior to Closing. In the event Buyer elects to terminate the Management Agreement pursuant to clause (ii), Seller shall deliver, or cause the Property Manager to deliver, a notice of termination of the Management Agreement effective as of the Closing Date, at Seller's sole cost and expense (including any termination fees or penalties payable thereunder). If Buyer fails to deliver written notice of its election prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have elected to terminate the Management Agreement at Closing.

ARTICLE VIII

TITLE AND PERMITTED EXCEPTIONS

SECTION 8.1. Title Insurance and Survey. On the Closing Date and subject to the terms and conditions of this Agreement, Seller's fee simple interest in the Property shall be sold and conveyed, and Buyer agrees to purchase Seller's fee simple interest in the Property subject only to (i) liens for real estate taxes which are not yet due and payable, subject to proration as provided herein, and (ii) any title exception which is approved or deemed approved by Buyer pursuant to Section 8.3(a) (collectively, the "Permitted Exceptions") and the provisions of this Article VIII.

SECTION 8.2. Title Commitment; Survey. Buyer shall obtain during the Due Diligence Period (i) a commitment of title insurance (the "Title Commitment") from a nationally recognized title insurance company acceptable to Buyer (the "Title Company"), pursuant to which the Title Company shall commit to issue to Buyer an Owner's Policy of Title Insurance (the "Title Policy") naming Buyer as the proposed insured in the amount of not less than the Purchase Price, containing those endorsements typically issued with an Owner's Policy of Title Insurance, and showing that Seller owns good record and marketable title to the Property, free and clear of all liens and encumbrances and other matters other than the Permitted Exceptions, and (ii) a survey of the Property, certified by surveyors acceptable to Buyer as having been prepared in accordance with the minimum detail requirements of the ALTA land survey requirements (the "Survey"), and (iii) a municipal lien search for the Property (the "Lien Search"). Buyer shall give notice to Seller at least ten (10) Business Days prior to the expiration of the Due Diligence Period specifying all title, survey or lien search matters or exceptions to which Buyer is unwilling to accept (each such exception, a "Title Defect"). In the event the Title Commitment, or Survey or the Lien Search or update of any of the foregoing is received after the expiration of the Due Diligence Period, Buyer shall give notice to Seller of any Title Defect within five (5) Business Days after the Buyer's receipt of such information (and in

any event, prior to the Closing) (each notice from Buyer under this Section, a "Title Defect Notice"). If any update to the Title Commitment, Lien Search or Survey issued subsequent to the date of the original Title Commitment discloses any matters not set forth on the original Title Commitment, Lien Search or Survey, then, Buyer shall have the right to object to any such matter in accordance with the time periods set forth herein, in which event the same procedures for response, termination and waiver set forth in Section 8.3 shall apply to such new objections. Buyer shall promptly deliver to Seller copies of the Title Commitment together with copies of all exception documents, and the Survey.

SECTION 8.3. Certain Exceptions to Title; Inability to Convey.

(a) If Buyer fails to timely deliver a Title Defect Notice in accordance with Section 8.2, Buyer shall be deemed to have waived such Title Defect and such Title Defect shall be deemed to be a Permitted Exception (provided in no event shall Buyer be required to provide a Title Defect Notice for any Seller Liens, which Seller is obligated to discharge at or prior to Closing and which shall not be deemed to be a Permitted Exception). Seller shall, within two (2) Business Days after receipt of any Title Defect Notice (and in any event prior to Closing), deliver a response to the Buyer specifying all Title Defects which Seller shall cure or discharge (the "Cure Items") or elect not to cure or discharge ("Title Response Notice"). Seller shall be unconditionally obligated to cure or remove the Cure Items on or before Closing. A failure to timely deliver Seller's Title Response Notice within such two (2) Business Day period, time being of the essence, shall be deemed an election not to cure any of the Title Defects set forth in the Title Objection Notice. In the event that Seller's Title Response Notice does not include each and every Title Defect specified in Buyer's Title Objection Notice or Seller expressly elects, through Seller's Title Response Notice, not to cure each and every Title Defect specified in Buyer's Title Objection Notice, Buyer shall have the option, to be exercised within three (3) Business Days after receipt of Seller's Title Response Notice (or deemed election not to cure) (the "Title Deadline"), of either: (i) Closing and accepting the title "as is," without reduction in the Purchase Price and without claim against Seller therefor, or (ii) canceling this Agreement in which event the Escrow Agent shall return the Earnest Money, together with any accrued interest thereon, to Buyer, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination. Notwithstanding anything herein to the contrary, if Seller notifies Buyer in writing that it will cure a Title Defect of the Buyer but subsequently fails to cure such Title Defect at or prior to Closing, Seller shall be in default under this Agreement and all remedies set forth in Section 12.1 shall be available to Buyer.

(b) Notwithstanding anything in this Agreement to the contrary, Seller shall be obligated at Closing at its sole cost and expense to cause the release or discharge of (i) any deed to secure debt, mortgage, deed of trust or other security instrument securing indebtedness for borrower money encumbering all or any portion of the Property, (ii) real estate tax liens and any other tax liens, in each case, for delinquent taxes that are due and payable by Seller, (iii) mechanics or materialmen's liens resulting from or in connection with work or improvements at the applicable Property performed by, or at the direction of, Seller, (iv) any judgments against Seller, (v) encumbrances and liens created or permitted by Seller, (vi) the closing of any open Violations of Record against the Property, and (vii) any other liens or encumbrances which can

be discharged through the mere payment of monies to the extent resulting from the action or inaction of Seller (collectively, "Seller Liens"). The parties acknowledge and agree that Seller shall have the right to apply or cause Escrow Agent to apply all or any portion of the Purchase Price to cause the release of any Seller Liens, as applicable.

SECTION 8.4. Cooperation. In connection with obtaining the Title Policy, Buyer and Seller, as applicable, and to the extent requested by the Title Company, shall deliver to the Title Company (a) evidence sufficient to establish (i) the legal existence of Buyer and Seller and (ii) the authority of the respective signatories of Seller and Buyer to bind Seller and Buyer, as the case may be, and (b) a certificate of good standing of Buyer and Seller. In addition, Seller will deliver to the Title Company at Closing an owner's title affidavit and gap indemnity substantially in the form attached hereto as Exhibit I (the "Title Affidavit").=

ARTICLE IX

TRANSACTION COSTS; RISK OF LOSS

SECTION 9.1. Transaction Costs.

(a) Buyer and Seller agree to comply with all real estate transfer tax laws applicable to the sale of the Property. At Closing, Seller and Buyer shall be responsible for their own legal fees in connection herewith. Florida municipal corporations are exempt from documentary stamp taxes. Pursuant to Florida Statutes Chapter 201.01, if one party to a transaction is exempt from documentary stamp taxes, the nonexempt party is required to pay the tax. Buyer, as a municipal corporation of the State of Florida, is exempt from documentary stamp taxes. Seller shall pay the (i) documentary stamps on the deed, (ii) the recording costs on documents necessary to clear title, (iii) any commission due to Seller's Broker, and (iv) one-half (1/2) of all escrow charges. If Seller is obligated to discharge any encumbrance at or prior to Closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances. Buyer shall pay for (1) the title examination, (2) Title Policy, (3) recording of the Deed, (4) its due diligence costs, and (5) one-half (1/2) of all escrow charges. All other closing costs are to be allocated in the manner typical of similar transactions conducted within Miami-Dade County, Florida. Seller and Buyer shall pay their respective shares of prorations as hereinafter provided.

SECTION 9.2. Risk of Loss.

(a) If, on or before the Closing Date, the Property or any portion thereof shall be (i) damaged or destroyed by fire or other casualty or (ii) taken, or threatened to be taken, as a result of any condemnation or eminent domain proceeding, including the receipt of any notice letter relating thereto, Seller shall promptly notify Buyer in writing prior to the Closing and, at Closing, Seller will credit against the Purchase Price payable by Buyer an amount equal to the net proceeds, if any, received by Seller (unless otherwise paid directly to Buyer as named insured under the Seller's Policies, if applicable) as a result of such casualty or condemnation, together with a credit for any deductible under such insurance and coverage to be assigned to or payable by Buyer under the Seller's Policies, if applicable, less any amounts spent by Seller prior to

Closing to restore the applicable Property. If, as of the Closing Date, Seller (or Buyer as named insured under the Seller's Policies, if applicable) has not received all or any portion of such insurance or condemnation proceeds to which it is entitled under Seller's Policies or by virtue of the taking, then the parties shall nevertheless consummate on the Closing Date the conveyance of the Property (without any credit for such insurance or condemnation proceeds except for a credit for any deductible under such insurance as provided for herein) and Seller will at Closing assign to Buyer all rights of Seller to the insurance or condemnation proceeds and to all other rights or claims arising out of or in connection with such casualty or condemnation.

(b) Notwithstanding the provisions of Section 9.2(a), if, on or before the Closing Date, a Property or any portion thereof shall be (A) damaged or destroyed by a Material Casualty, or (B) subject to a Material Condemnation, Buyer shall have the right, exercised by written notice to Seller no more than thirty (30) days after Buyer has received written notice of such Material Casualty or Material Condemnation, to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer and neither party hereto shall have any further rights or obligations hereunder other than those which expressly survive the termination of this Agreement. If Buyer fails to timely terminate this Agreement in accordance with this Section 9.2(b), the provisions of Section 9.2(a) shall apply. The Closing Date shall be extended, if necessary, to provide each party with the benefit of the full time periods set forth in this Section 9.2. As used herein, "Material Casualty" shall mean any damage to the applicable Property or any portion thereof by fire or other casualty that, in the reasonable judgment of Buyer (i) is expected to cost in excess of three and one-half percent (3.5%) of the Purchase Price, (ii) results in such Property violating any Applicable Laws or failing to comply with zoning or any recorded covenants, conditions or restrictions affecting such Property (including, without limitation, any Applicable Laws that prevent such Property from being restored to its pre-casualty condition), (iii) adversely affects access to or parking at such Property, or (iv) is uninsured or underinsured and Seller does not elect to credit Buyer at Closing with an amount equal to the cost to repair such uninsured or underinsured casualty. As used herein, "Material Condemnation" shall mean a taking or threatened taking of the Property of more than four percent (4%) thereof based upon the square footage of such Property, or a taking or threatened taking of the Property that in Buyer's reasonable judgment adversely affects access to or parking on such Property, or any condemnation or eminent domain proceedings that permanently impairs, in Buyer's reasonable judgment, the use and value of such Property by more than five percent (5%) of the Purchase Price or materially impairs access to such Property from the primary point of access.

(c) The provisions of this Section 9.2 shall survive the Closing for a period of nine (9) months.

ARTICLE X

ADJUSTMENTS

Unless otherwise provided below, the following are to be adjusted and prorated between Seller and Buyer as of 11:59 P.M. on the day preceding the Closing Date, based upon a 365-day year, with Buyer being deemed to be the owner of the Property during the entire day of the Closing Date and being entitled to receive all operating income of the Property, and being

obligated to pay all operating expenses of the Property, with respect to the Closing Date and the net amount thereof under this Article X shall be added to (if such net amount is in Seller's favor) or deducted from (if such net amount is in Buyer's favor) the Purchase Price payable at Closing:

SECTION 10.1. Rents.

(a) All fixed rents and other fixed charges or amounts payable by tenants under the Leases or in connection with their use or occupancy of the applicable Property or any service or amenity relating thereto, including water, electricity, gas, sewage or other utilities or pass through fees and charges (whether paid in advance of the date when such payment is due or otherwise) (collectively, "Fixed Rents") and all Security Deposits shall be adjusted and prorated. Seller shall deliver or provide a credit in an amount equal to all prepaid Rents for periods from and after the Closing Date and all cash Security Deposits including interest thereon, if any, as set forth in the Rent Roll or otherwise delivered pursuant to a New Lease, to Buyer on the Closing Date. Seller shall not return any portion of the Security Deposits or prepaid Rents under the Leases prior to Closing unless required to do so by the terms of any such Lease and provided written notice thereof is provided to Buyer. To the extent Buyer receives payment of Rents (or income in connection with other tenant charges) after the Closing Date, including Rents forwarded from Seller, such payments shall be applied (w) first, toward the Rent (or other tenant charges) for the month in which the Closing occurs, (x) second, to the Rents due for the month immediately following the month in which the Closing occurs, and (y) third, to any delinquent Rents owed to Seller, with Seller's share thereof being delivered to Seller within five (5) Business Days of receipt thereof. Seller may seek to collect delinquent amounts from tenants, but Seller may not sue or file any legal action against any tenant at the Property at any time; provided, however, that Seller shall have no right to terminate any lease or any tenant's possessory rights thereunder; and provided, further, that Seller's right to pursue such collection efforts shall expire, and any such collection efforts must be commenced, within one hundred twenty (120) days after Closing. Seller shall pay to Buyer any and all Rents received by Seller after Closing within five (5) Business Days of receipt thereof by Seller. The provisions of this subparagraph (a) shall survive the Closing until the date that is one hundred twenty (120) days after the Closing Date.

(b) At Closing, all estimated additional rent under any Lease, including but not limited to, taxes, insurance, common area maintenance charges and all other amounts collected from tenants under the Leases other than Fixed Rents (collectively, "Additional Rent"), for the month of Closing, and actually received by Seller as of Closing, shall be prorated with Seller being entitled to such Additional Rent attributable to the period prior to the Closing Date, and Buyer receiving a credit for all such Additional Rent paid to Seller pursuant to the Leases and attributable to the period from and after the Closing Date. Additional Rent shall be determined in accordance with the Leases. Seller's "share" of Additional Rent for the calendar year in which the Closing occurs (the "Closing Year") shall be determined in accordance with this Section. In order to enable Buyer to make any year-end reconciliation related to the reimbursement of Additional Rent for the Closing Year after the end thereof, Seller shall determine in accordance with this Section the Additional Rent actually paid or incurred, or to be paid or incurred, by Seller for the portion of such Closing Year attributable to the period prior to the Closing Date (the portion of such Additional Rent attributable to the period prior to the Closing Date, the "Seller's Actual Reimbursable Tenant Expenses") and the reimbursement

for such Additional Rent actually paid or to be paid by tenants, for such Closing Year attributable to the period prior to the Closing Date (the portion of such reimbursements for Additional Rent attributable to the period prior to the Closing Date, the “Seller’s Actual Tenant Reimbursements”). Further, Seller shall prepare the annual reconciliation statements for each individual tenant for the applicable lease year, which shall include the Additional Rent actually paid or incurred, or to be paid or incurred, by Seller for the portion of the Closing Year attributable to the period prior to the Closing Date, and the reimbursement for such Additional Rent actually paid or to be paid by tenants for such Closing Year attributable to the period prior to the Closing Date, in each case for each individual tenant, no later than the earlier of (a) ninety (90) days after the end of the Closing Year, and (b) the date required under the applicable tenant’s lease. On or before the date that is ninety (90) days after the end of the Closing Year, Seller shall deliver to Buyer a statement (the “Seller’s Reconciliation Statement”) setting forth (i) Seller’s Actual Reimbursable Tenant Expenses, (ii) Seller’s Actual Tenant Reimbursements, and (iii) a calculation of the difference between the two (i.e., establishing that Seller’s Actual Reimbursable Tenant Expenses were either more or less than Seller’s Actual Tenant Reimbursements), together with copies of supporting invoices and other reasonable documentation to support such expenses. Buyer shall have the right to review and audit Seller’s Reconciliation Statement and the supporting documentation, and to dispute any items therein by delivering written notice to Seller within thirty (30) days after receipt of the Seller’s Reconciliation Statement. In the event of any dispute, the parties shall work in good faith to resolve such dispute; provided, however, that in no event shall the determinations set forth in the Seller’s Reconciliation Statement be deemed final until (x) Buyer has confirmed in writing its acceptance thereof, or (y) the expiration of such thirty (30) day review period without Buyer having delivered a dispute notice. In the event the Seller’s Actual Tenant Reimbursements are less than the Seller’s Actual Reimbursable Tenant Expenses (as confirmed or deemed accepted pursuant to the foregoing), then Buyer shall pay such amounts due to Seller within forty-five (45) days after delivery of the Seller’s Reconciliation Statement to Buyer. In the event the Seller’s Actual Tenant Reimbursements are more than the Seller’s Actual Reimbursable Tenant Expenses, then Seller shall pay such amounts due to Buyer within forty-five (45) days after delivery of the Seller’s Reconciliation Statement to Buyer. The obligations of Buyer and Seller to pay to the other rents collected as provided in this Section shall be an independent covenant of Buyer and Seller and such payments shall be made promptly without any set off or deduction whatsoever.

SECTION 10.2. Taxes and Assessments. All real estate and personal property Taxes and assessments with respect to the Property for the current year shall be prorated on a calendar year basis between Seller and Buyer as of the Closing Date (on the basis of the actual number of days elapsed over the applicable period). If any assessments on the Property or Property are payable in installments, then the installment allocable to the period in which the Closing occurs shall be prorated (with Buyer being allocated the obligation to pay any installments due on or after the Closing Date). In the event the taxes for the year of Closing are unknown, the tax proration will be based upon such Taxes for the prior year and, at the request of either party, such taxes for the year of Closing shall be re-prorated and adjusted when the tax bill for the year of Closing is received and the actual amount of taxes is known. Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid in full by

Seller. Buyer will be responsible for all assessments of any kind which are certified, confirmed, and ratified after Closing. This section applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

SECTION 10.3. Water and Sewer Charges. Water rates, water meter charges, sewer rents and vault charges, if any, shall be adjusted and prorated on the basis of the fiscal period for which assessed. If there is a water meter, or meters, on the Property, Seller agrees that it shall at the Closing furnish a reading of same to a date not more than ten (10) days prior to the Closing and the unfixed meter charges and the unfixed sewer rent thereon for the time intervening from the date of the last reading shall be apportioned on the basis of such last reading, and shall be appropriately readjusted after the Closing on the basis of the next subsequent bills. Unmetered water charges shall be apportioned on the basis of the charges therefor for the same period of the preceding calendar year, but applying the current rate thereto.

SECTION 10.4. Utility Charges. Excluding those utility charges billed directly from the utility providers to tenants at the Property, Seller shall transfer all utilities at the Property to Buyer's name as of the Closing Date. Seller shall request that all utility meters be read as of the Closing Date. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date; provided that if any such deposit is transferred to Buyer at Closing, Seller shall receive a credit at Closing in the amount of the deposit so transferred. All charges for utilities shall be prorated within thirty (30) days after the Closing Date.

SECTION 10.5. Miscellaneous Revenues. Revenues, if any, arising out of revenue producing agreements, including relating to parking agreements, rooftop leases, signage rights, storage rentals, license agreements, temporary office rentals, telephone booths, and vending machines, including inducement fees, "door fees" or similar non-recurring payments shall be adjusted and prorated between Buyer and Seller as of the Closing, with any "inducement fees", "door fees" and any non-recurring payments amortized over the period of such agreements for purposes of determining prorations.

SECTION 10.6. Vacant Space. At Closing, Seller shall deliver all vacant suites at the Property in broom-clean condition, free of all personal property and debris of prior tenants, in their "AS IS" and "WHERE IS" condition. At Buyer's option, representatives of Buyer and Seller shall inspect the vacant suites at the Property no later than two (2) Business Days prior to the Closing to determine the condition thereof.

SECTION 10.7. Assumed Contracts. Amounts due under the Assumed Contracts with Buyer to receive a credit at Closing for any amounts unpaid and attributable for the period prior to the Closing Date and Seller to receive a credit

at Closing for any amounts previously paid and attributable to the period on and following the Closing Date.

SECTION 10.8. Miscellaneous. If applicable, all owner's association or similar fees and assessments due and payable with respect to the Property with respect to the year in which the Closing occurs shall be adjusted and prorated based on the periods of ownership by Seller and Buyer during such year.

SECTION 10.9. Other Adjustments. If applicable, the Purchase Price shall be adjusted at Closing to reflect the adjustment of any other item which, under the explicit terms of this Agreement, is to be apportioned at Closing. Any other items of operating income or operating expense that are customarily apportioned between the parties in real estate closings of comparable commercial properties in the City of Coral Gables, Florida, shall be prorated as applicable.

ARTICLE XI

INDEMNIFICATION

SECTION 11.1. Indemnification. From and after the Closing, Seller shall indemnify and hold Buyer and its Affiliates, elected and appointed officials, employees, members, partners, shareholders, officers and directors (collectively, the "Buyer-Related Entities") harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements) and claims suffered or incurred by Buyer and any such Buyer-Related Entities in connection with any and all losses, liabilities, claims, damages and expenses ("Losses"), arising out of, or resulting from, (a) any breach of any representation or warranty of Seller contained in this Agreement or in any Closing Document and (b) any breach of any covenant of Seller contained in this Agreement or in any Closing Document that expressly survives the Closing; provided, however, that in no event shall Seller's aggregate liability under this Section 11.1 exceed an amount equal to Eight Hundred Forty Thousand and No/100 Dollars (\$840,000.00) (the "Cap").

SECTION 11.2. Survival. The representations, warranties and covenants contained in this Agreement and any certificate, assignment, instrument or other document delivered pursuant to this Agreement shall survive for a period of nine (9) months after the Closing unless a longer or shorter survival period is expressly provided for in this Agreement.

SECTION 11.3. Notification. In the event that any indemnified party (the "Indemnified Party") becomes aware of any claim or demand for which an indemnifying party (an "Indemnifying Party") may have liability to such Indemnified Party hereunder (an "Indemnification Claim"), such Indemnified Party shall promptly, but in no event more than thirty (30) days following such Indemnified Party's having become aware of such Indemnification Claim, notify

the Indemnifying Party in writing of such Indemnification Claim, the amount or the estimated amount of damages sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Indemnification Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto, in each case to the extent actually known to such party (a “Claim Notice”); provided, that no delay on the part of the Indemnified Party in giving such Claim Notice shall relieve the Indemnifying Party of any indemnification obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such delay.

ARTICLE XII

DEFAULT

SECTION 12.1. SELLER DEFAULT. IF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL NOT BE CLOSED BY REASON OF SELLER’S DEFAULT, BREACH OR FAILURE TO PERFORM HEREUNDER OR SELLER SHALL OTHERWISE BREACH IN ANY RESPECT ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS UNDER THIS AGREEMENT, THEN BUYER SHALL HAVE THE RIGHT, AT ITS OPTION, TO (A) TERMINATE THIS AGREEMENT (IN WHICH EVENT THE EARNEST MONEY SHALL BE RETURNED TO BUYER, AND, IN ADDITION TO THE EARNEST MONEY, PAYMENT FROM SELLER OF BUYER’S ACTUAL, DOCUMENTED OUT-OF-POCKET COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN CONNECTION WITH THIS TRANSACTION) INCURRED IN CONNECTION WITH SUCH DEFAULT, NOT TO EXCEED TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) IN THE AGGREGATE, AND NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER EXCEPT WITH RESPECT TO THE SURVIVING OBLIGATIONS; OR (B) SPECIFICALLY ENFORCE SELLER’S OBLIGATIONS UNDER THIS AGREEMENT. IF SPECIFIC PERFORMANCE IS UNAVAILABLE AS A REMEDY DUE TO SELLER CONVEYING THE PROPERTY TO A THIRD PARTY OR TO SELLER’S WILLFUL ACTS OR SELLER’S FAILURE TO CLOSE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, IN EACH CASE, IN BREACH OF SELLER’S OBLIGATIONS UNDER THIS AGREEMENT, BUYER SHALL HAVE THE RIGHT TO PURSUE ANY AND ALL RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY. THE REMEDIES SET FORTH IN THIS SECTION 12.1 SHALL BE BUYER’S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF SELLER’S DEFAULT HEREUNDER.

SECTION 12.2. BUYER DEFAULT. IF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL NOT BE CLOSED BY REASON OF BUYER’S DEFAULT OF ANY MATERIAL OBLIGATION TO

BE PERFORMED BY BUYER AT THE CLOSING UNDER THIS AGREEMENT, AND SELLER IS NOT THEN IN DEFAULT HEREUNDER, THEN, AS ITS SOLE AND EXCLUSIVE REMEDY (EXCEPT WITH RESPECT TO MATTERS THAT EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT), SELLER MAY ELECT TO TERMINATE THIS AGREEMENT AND RECEIVE PAYMENT OF THE EARNEST MONEY FROM ESCROW AGENT AS LIQUIDATED DAMAGES, SUBJECT TO THE SURVIVING OBLIGATIONS. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF A DEFAULT BY BUYER, AND AGREE THAT THE EARNEST MONEY IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, THE EARNEST MONEY SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY BUYER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.1. Exculpation.

(a) Notwithstanding anything to the contrary contained herein, Seller's shareholders, partners, members, the partners or members of such partners or members, the shareholders of such partners or members, and the trustees, officers, directors, employees, agents and security holders of Seller and the partners or members of Seller assume no personal liability for any obligations entered into on behalf of Seller and its individual assets shall not be subject to any claims of any person relating to such obligations. The foregoing shall govern any direct and indirect obligations of Seller under this Agreement. The provisions of this Section 13.1(a) shall survive the Closing or any termination of this Agreement indefinitely.

(b) Notwithstanding anything to the contrary contained herein, Buyer's shareholders, partners, members, the partners or members of such partners or members, the shareholders of such partners or members, and the trustees, officers, directors, employees, agents and security holders of Buyer and the partners or members of Buyer assume no personal liability for any obligations entered into on behalf of Buyer and their individual assets shall not be subject to any claims of any person relating to such obligations. The foregoing shall govern any direct and indirect obligations of Buyer under this Agreement. The provisions of this Section 13.1(b) shall survive the Closing or any termination of this Agreement indefinitely.

SECTION 13.2. Brokers. Each of the parties represents and warrants to the other that neither party has dealt with, negotiated through or communicated with any broker, finder or agent in connection with this transaction. Buyer and Seller shall each be responsible for paying any broker or commission fee to third parties claiming by or through Buyer or Seller, as applicable. The provisions of

this Section 13.2 shall survive the Closing or earlier termination of this Agreement.

SECTION 13.3. Escrow Provision. The Escrow Agent shall hold the Earnest Money in escrow until the Closing or sooner termination of this Agreement and shall hold or apply such proceeds in accordance with the terms of this Section 13.3. At the Closing, the Earnest Money shall be paid by the Escrow Agent to Seller. If for any reason the Closing does not occur (other than due to Buyer's right to terminate this Agreement (in whole or in part) and receive a refund of the Earnest Money in accordance with the terms of this Agreement) and either party makes a written demand upon the Escrow Agent for payment of such amount, the Escrow Agent shall, within twenty-four (24) hours thereof, give written notice to the other party of such demand. If the Escrow Agent does not receive a written objection within five (5) Business Days after the giving of such notice, the Escrow Agent is hereby authorized to make such payment. If the Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason the Escrow Agent in good faith shall elect not to make such payment, the Escrow Agent shall continue to hold such amount until otherwise directed by joint written instructions from the parties to this Agreement or a final judgment of a court of competent jurisdiction. However, the Escrow Agent shall have the right at any time to deposit the Earnest Money with the clerk of the court in the County of Miami-Dade. The Escrow Agent shall give written notice of such deposit to Seller and Buyer. Upon such deposit the Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder. Notwithstanding anything otherwise set forth herein to the contrary, if the Closing does not occur due to Buyer's right to terminate this Agreement (either in whole or in part) and receive a refund of the Earnest Money in accordance with this Agreement, Escrow Agent and Seller acknowledge that Seller shall not be entitled to make a written objection to Escrow Agent with respect to such refund and Escrow Agent shall, without further instruction, return the Earnest Money to Buyer within twenty-four (24) hours of giving written notice of such termination to the Escrow Agent.

SECTION 13.4. Sovereign Immunity. Seller and Buyer acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against Buyer other than claims arising out of the Agreement. Specifically, Seller acknowledges that it cannot and will not assert any claims against Buyer, unless the claim is based upon a breach by Buyer of the Agreement. Furthermore, Seller understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by Buyer of warranties or representations not specifically set forth in the Agreement or in any Closing documents; (ii) claims based upon negligence or any tort arising out of the Agreement; (iii) claims upon alleged acts or inaction by Buyer, its elected and appointed officials, attorneys, administrators, consultants, agents, or any of Buyer's employees; or (iv) claims based upon an alleged waiver of any of the terms of the Agreement. Nothing in the Agreement shall be intended to operate

as a waiver of Buyer's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

SECTION 13.5. Successors and Assigns; No Third-Party Beneficiaries. The stipulations, terms, covenants and agreements contained in this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns (including any successor entity after a public offering of stock, merger, consolidation, purchase or other similar transaction involving a party hereto) and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 13.6. Assignment. This Agreement may not be assigned by Buyer without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed..

SECTION 13.7. Further Assurances. From time to time, as and when requested by any party hereto, the other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

SECTION 13.8. Notices. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if (a) hand delivered, (b) sent by expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (c) sent by electronic mail, addressed as follows (or at such other address and Person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Section 13.8):

(a) To Seller:

475 Biltmore MOB LLC
Jacksonville, FL 32207
Attn: Mario Gonzalez, President
Email: mario.gonzalez@sharemds.com

with copies thereof to:

475 Biltmore MOB LLC
841 Prudential Drive, Suite 200
Jacksonville, FL 32207
Attn: Brian Dunlay
Email: brian.dunlay@sharemds.com

with copies thereof to:

Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604
Attention: Sharon M. Fulop, Esq.
Telephone: (419) 321-1419
E-mail: sfulop@shumaker.com

(b) To Buyer:

City of Coral Gables
2020 Ponce de Leon Boulevard, Suite 1200
Coral Gables, Florida 33134
Attn: Peter J. Iglesias, City Manager

with copies thereof to:

Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
Attn: Vivian de las Cuevas-Diaz, Esq.
Telephone: 305-789-7452
Email: vivian.cuevas@hklaw.com

(c) To the Escrow Agent:

Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
Attn: Vivian de las Cuevas-Diaz, Esq.
Telephone: 305-789-7452
Email: vivian.cuevas@hklaw.com

A notice shall be deemed to have been given: (i) in the case of hand delivery, when delivered; (ii) in the case of registered or certified mail, when delivered or upon the first attempted delivery on a Business Day; (iii) in the case of expedited prepaid delivery service, when delivered or upon the first attempted delivery on a Business Day; and (iv) in the case of email, a notice shall be deemed given when delivered so long as the sender does not receive a delivery failure notice or other automated notice indicating that the e-mail has not been delivered.

SECTION 13.9. Entire Agreement. This Agreement contains all of the terms agreed upon between the parties hereto with respect to the subject matter hereof, and all understandings and agreements heretofore had or made among the

parties hereto are merged in this Agreement which alone fully and completely expresses the agreement of the parties hereto.

SECTION 13.10. Amendments. This Agreement may not be amended, modified, supplemented or terminated, nor may any of the obligations of Seller or Buyer hereunder be waived, except by written agreement executed by Seller and Buyer.

SECTION 13.11. No Waiver. No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

SECTION 13.12. Governing Law. The laws of the State of Florida shall govern the validity, construction, enforcement and interpretation of this Agreement.

SECTION 13.13. Submission to Jurisdiction. To the fullest extent permissible by Applicable Law, Buyer and Seller each irrevocably submit to the jurisdiction of (a) the courts of record of the State of Florida in Miami-Dade County and (b) the United States District Court for the Southern District of Florida for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Buyer and Seller each further agree that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any action, suit or proceeding with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. To the extent permitted by Applicable Law, Buyer and Seller each irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (x) the courts of record of the State of Florida in Miami-Dade County, and (y) the United States District Court for the Southern District of Florida for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 13.14. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law.

SECTION 13.15. Section Headings. The headings of the various Sections of this Agreement have been inserted only for purposes of convenience, are not

part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

SECTION 13.16. Counterparts. This Agreement may be executed in two or more counterparts and by facsimile signatures, which taken together still constitute collectively one agreement. In making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart with each party's counterpart or facsimile or .pdf signature.

SECTION 13.17. Construction. The parties acknowledge that the parties 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 hereto.

SECTION 13.18. Recordation. Neither this Agreement nor any memorandum or notice of this Agreement may be recorded by any party hereto without the prior written consent of the other party hereto, other than in connection with an action for specific performance by Buyer.

SECTION 13.19. Time is of the Essence. Seller and Buyer agree that time is of the essence with respect to the obligations of Seller and Buyer under this Agreement. Unless expressly indicated otherwise, (a) all references to time in this Agreement shall be deemed to refer to EST, and (b) all time periods provided for under this Agreement shall expire at 5:00PM (EST). As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks are authorized or required by Applicable Law to be closed in the City of Coral Gables, Florida.

SECTION 13.20. Schedules. Seller and Buyer agree that disclosure of any fact or item on any schedule attached to this Agreement shall, should the existence of such fact or item be relevant to any other schedule, be deemed to be disclosed with respect to that other schedule so long as the relevance of such disclosure to such other section is reasonably apparent.

SECTION 13.21. Waiver of Jury Trial. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

SECTION 13.22. 1031 Cooperation. Buyer and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Code. Each party

agrees to reasonably cooperate with the other party to effect such an exchange; provided, however, that: (i) the cooperating party shall not be required to acquire or take title to any exchange property; (ii) the cooperating party shall not be required to incur any expense or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange; (iii) no substitution of the effectuating party shall release said party from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors, or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor; (iv) the effectuating party shall give the cooperating party at least ten (10) Business Days prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow; (v) the effectuating party shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the “Exchange Documents”) required for the exchange, at its sole cost and expense; (vi) the effectuating party shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and the cooperating party shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of the cooperating party’s performance of the acts required hereby; and (vii) the Closing Date shall not be changed as a result of such exchange.

SECTION 13.23. Attorney’s Fees. Except as expressly provided to the contrary in this Agreement, the parties hereto agree that they shall pay directly any and all legal costs which they have incurred on their own behalf in the preparation of this Agreement, and other agreements pertaining to this transaction. In the event of litigation between the parties with respect to this Agreement or the transactions contemplated hereby, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) in addition to such other relief as may be awarded, shall be entitled to recover from the non-prevailing party all of its costs of enforcement, defense and litigation, including, but not limited to, its reasonable attorneys’ and paralegal fees, witness fees, court reporters’ fees and other costs of suit. This Section 13.23 shall survive the Closing or any earlier termination of this Agreement.

SECTION 13.24. Return of Earnest Money. Unless otherwise specified in this Agreement, in the event any condition of this Agreement is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer’s Earnest Money shall be returned in accordance with applicable Florida laws and regulations.

SECTION 13.25. Force Majeure Events. In the event that the performance by either party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, labor dispute, COVID-19 coronavirus outbreak or a similar health pandemic or epidemic, or similar matter beyond the control of such party (a "Force Majeure Event"), without such party's fault or negligence, then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days. An extension of the obligations hereunder shall include, without limitation, an extension of the Closing Date until such time as the parties are able to reasonably perform their respective obligations hereunder. Further, the foregoing shall apply to Buyer's failure to obtain insurance for the Property or Seller's inability to maintain current insurance at the Property due to the Property being located within the projected path of a hurricane or other tropical cyclone (also known as "the cone"), in which event the Closing shall occur no later than ten (10) days after the Property is no longer located within the projected path of a hurricane or other tropical cyclone.

SECTION 13.26. Radon Gas Notice. Pursuant to Florida Statutes Section 404.056(5), Seller hereby makes, and Buyer hereby acknowledges, that Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

SECTION 13.27. Public Records. Seller acknowledges that Buyer is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Records relating to this Agreement that are in Buyer's possession shall be kept and maintained in accordance with such statute. Seller agrees that, to the extent Seller is acting on behalf of Buyer as provided under Section 119.0701, Florida Statutes, Seller shall (i) keep and maintain public records required by Buyer to perform the services contemplated under this Agreement; (ii) upon request from Buyer's custodian of public records, provide Buyer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Seller does not transfer the records to Buyer; and (iv) upon completion of this Agreement, transfer, at no cost, to Buyer all public records in possession of Seller or keep and maintain public records required by Buyer to perform the services contemplated under this Agreement. If Seller transfers all public records to Buyer upon completion of this Agreement, Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Seller keeps and maintains public records upon completion of this Agreement, Seller shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to Buyer, upon request from Buyer's custodian of public records, in a format that is compatible with the information technology systems of Buyer. The provisions of this Section shall survive the Closing or any termination of this Agreement.

SECTION 13.28. Confidentiality. Subject to Buyer's obligations under Florida's Public Records Law, Chapter 119, Florida Statutes, Seller and Buyer agree to maintain in confidence all non-public proprietary information, financial data, tenant information, and other confidential materials exchanged in connection with the transactions contemplated by this Agreement (collectively, "Confidential Information"), and shall not disclose such Confidential Information to any third party other than to their respective attorneys, accountants, consultants, lenders, and other professionals retained in connection with the transactions contemplated hereby (collectively, "Permitted Recipients"), without the prior written consent of the disclosing party. Notwithstanding the foregoing, (i) Buyer shall not be restricted from disclosing any information to the extent required by Applicable Law, including Florida's Public Records Law, court order, or governmental regulation, or as necessary in connection with obtaining the City Commission Approval contemplated by Section 6.1(f), and (ii) Seller shall provide Buyer with copies of all inspection reports and evaluations obtained or prepared by Seller with respect to the Property. In the event this Agreement is terminated for any reason, each party shall promptly return or destroy all Confidential Information received from the other party, except to the extent retention is required by Applicable Law. The provisions of this Section shall survive any termination of this Agreement for a period of one (1) year.

SECTION 13.29. Waiver of Consequential Damages. In no event shall either party be liable for any punitive, incidental, consequential, special or indirect damages hereunder.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

SELLER:

475 BILTMORE MOB LLC, a Delaware limited liability company

By:

Name:

Title:

DocuSigned by:



22714F10D8F447D...
Mario Gonzalez

President

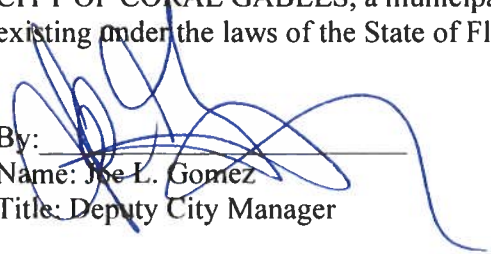
[signatures continue onto following page]

[Signature Page to Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

BUYER:

CITY OF CORAL GABLES, a municipal corporation
existing under the laws of the State of Florida

By: 
Name: Joe L. Gomez
Title: Deputy City Manager

Approved for Form and Legal Sufficiency:

By: 
Name: Cristina Suarez
Title: City Attorney

Attestation of Signatures:

for 
By: 
Name: Billy Y. Urquia
Title: City Clerk

[Signature Page to Agreement]

JOINDER BY ESCROW AGENT

Holland & Knight LLP, referred to in this Agreement as the “Escrow Agent,” hereby acknowledges that it received this Agreement executed by Seller and Buyer as of June 30, 2026, and accepts the obligations of the Escrow Agent as set forth herein.

ESCROW AGENT:
HOLLAND & KNIGHT LLP

By:  Signed by:
VIVIAN DE LAS CUEVAS-DIAZ
6804DD484F64446...
Name: Vivian de las Cuevas-Diaz
Title: Equity Partner

SCHEDULE A
PROPERTY

Lots 20, 21, 22, 23, 24, 25 and 26, Block 4, of CORAL GABLES BILTMORE SECTION,
according to the Plat thereof, as recorded in Plat Book 20, Page 28, of the Public Records of
Miami-Dade County, Florida.

SCHEDULE 2.2(a)
CONTRACTS

Company	Service
4 Seasons Air	HVAC
Legacy Water Treatment	Water Service Boiler
Apex Vending	Vending Machine
Allan Industries	Janitorial
Ardines LockSmith	Locksmith
AT&T	
Bay Carpets	Carpets & Tile
Best Roofing	Roofer
BLG Signs	Signage
City of Coral Gables	Parking/ Fire Fee
City of Coral Gables Enforcement Division	Parking Enforcement
City of Coral Gables	Permit
Cliffhanger Windows	Windows
Comcast Business	Internet/Telephone
Critter Control	Bird removal
Estrella Plumbing	Plumber
Facilities Pro Sweep	Janitorial
FG Signs Inc.	Signs
First Choice Electric	Electrical
First United Methodist Church	Parking
Five Stars A/C	HVAC
Five Star Painting	Painters
FPL Direct 2 Acct's for Biltmore	Electricity
M&H Bulding Maintenance	R&M
Medicus Asset Management	Property Management
Hamed Rodriguez	Architecture
Iwatch Systems	IT/ Camera
Kings III	Elevator Phone Monitoring
Mary's Flooring	Flooring
MAG Wildlife	Termites
Miami-Dade Water & Sewer Department	Water
Otis Elevator	Elevator
National Fire Alarm Protection	Fire Panel/ Inspections
Providence Elevator	Elevator
Professional Window Tint	Window Tint
Rebel Exterminators	Pest Control

Company	Service
Star Air Conditioning	HVAC
Tanheel Roofing	Roofer
Tewes Design Group	Building Design
Smart Air	HVAC
Steven Myott Architect	Architecture
The Lighting Company	Lights
Waste Management	Trash Disposal
Medicus Asset Management, LLC	Property Management

SCHEDULE 2.2(b)
RENT ROLL

Rent Roll											
Exported On: 06/10/2026 12:29 PM											
Properties: Biltmore Medical Center - 475 Biltmore Way Coral Gables, FL 33134											
As of: 06/01/2026											
Tenant	Unit	Status	Lease From	Lease To	Sqft	Rent Income	Annual Rent / SF	CAM Fees	Parking	Security Deposit	Delinquent Rent
Minimally Invasive Spine Center	101	Current	10/01/2024	02/28/2035	2,898	12,437.25	51.50	417.36	560.00	12,075.00	0.00
Before & After Wellness Coral Gables, Inc.	102	Current	01/13/2013	03/31/2029	1,386	5,679.14	49.17	727.57	0.00	7,237.34	0.00
Jenny P. Caceres DC, P.A.	103	Current	04/01/2012	11/30/2027	1,164	4,452.30	45.90	648.40	0.00	6,208.00	0.00
Sucre Cafe, Inc	104	Current	03/01/2017	04/30/2029	1,050	4,302.38	49.17	584.90	0.00	3,752.00	940.00
Nic Del Mar, LLC	105	Current	12/01/2010	11/30/2036	672	2,077.60	37.10	240.40	0.00	1,404.38	-3.97
Endorphitness, LLC	106	Current	09/08/2019	09/30/2029	3,667	14,530.49	47.55	0.00	0.00	26,761.77	38,706.60
Katz Regenerative Foot & Ankle, LLC	108	Current	03/01/2012	07/31/2028	1,388	5,122.88	44.29	145.56	224.70	3,007.33	0.00
Telehealth Services USA	109	Current	04/24/2024	04/30/2027	616	2,396.22	46.68	47.01	112.35	2,258.67	0.00
Pablo J Companioni (Torres Sublease)	110	Current	03/09/2012	03/31/2028	1,170	4,048.20	41.52	183.59	0.00	2,827.50	0.00
Concierge Medical Associates, PLLC	201	Current	03/01/2012	11/30/2030	4,056	14,621.88	43.26	425.36	3,863.55	0.00	0.00
	202	Vacant			689						0.00
	203	Vacant			1,343						0.00
Evelyn Lopez-Brignoni, MD, PA	204	Current	08/11/2025	11/30/2030	934	3,463.58	44.50	0.00	337.05	6,927.17	0.00
Global Cardiology Care PA	205	Current	11/01/2024	12/31/2029	1,451	5,696.76	46.87	66.55	224.70	5,501.71	0.00
DermCare Management, LLC	207	Current	04/08/2019	09/30/2029	4,405	17,203.36	46.86	730.26	806.10	23,017.39	0.00
Gastro Health LLC	207A	Current	06/15/2016	11/30/2028	1,115	4,019.58	43.26	184.84	0.00	5,058.66	0.00
Asthma & Allergy Associates of Florida P.A.	209	Current	05/01/2012	08/31/2027	2,452	8,532.96	41.76	1,726.40	224.70	5,618.67	151.99
Sonrie Dental Studio Inc	301	Current	01/01/2016	09/30/2039	2,451	9,046.23	44.29	337.19	272.35	1,400.00	0.00
	304	Vacant			1,069						0.00
City of Coral Gables	305 -306	Current	03/26/2026	05/31/2029	1,517	5,755.75	45.53	0.00	0.00	0.00	1,364.02
Gables Pain Associates, LLC	307	Current	12/15/2016	12/31/2026	2,659	9,477.12	42.77	1,564.06	460.10	12,490.00	0.00
Javier Alonso, M.D. P.A.	308	Current	12/15/2015	10/31/2026	1,833	7,158.63	46.87	176.64	555.40	4,306.66	0.00
Spa Bar Miami, LLC	309	Current	01/01/2018	03/31/2027	831	3,085.63	44.56	137.76	0.00	4,442.00	0.00
Shari A. Witkoff, DMD, P.A.	310	Current	03/01/2012	01/31/2030	1,398	5,219.78	44.80	650.25	192.35	3,084.67	0.00
Florida Center for Allergy & Asthma Care	311 & 312	Current	11/01/2011	10/31/2026	1,996	7,296.23	43.87	1,405.34	240.00	9,647.34	0.00
Prime Institute	314	Current	12/01/2023	02/28/2031	2,567	9,531.66	44.56	296.64	160.00	8,984.50	0.00
Esther Levin, MD LLC	401	Current	03/01/2012	03/31/2028	2,032	7,030.72	41.52	0.00	80.00	4,183.67	0.00
Atlantic Foot and Ankle, LLC	402	Current	12/01/2013	01/31/2028	1,592	5,465.87	41.20	166.96	80.00	6,084.00	0.00
TCM Acupuncture Clinic, LLC	403	Current	05/01/2022	08/31/2027	1,633	5,650.18	41.52	325.18	0.00	16,521.87	0.00
ShareMD	Recapture	Current	05/01/2026	04/30/2027	795	0.00	0.00	0.00	0.00	0.00	0.00
Total					53,029	183,272		11,188	8,393	182,800	41,159
Current					93.8%	49,728					
Notice-Rented					0.0%	0					
Vacant-Rented					0.0%	0					
Notice-Unrented					0.0%	0					
Vacant					6.2%	3,301					
Leased Occupancy					93.8%	49,728					

EXHIBIT A
FORM OF ASSIGNMENT OF LEASES

This Assignment and Assumption of Leases (this “Agreement”) is made as of the _____ day of _____, 2026 (the “Effective Date”), between **475 BILTMORE MOB LLC**, a Delaware limited liability company (“Assignor”), and **THE CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of _____, 2026 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase from Assignor, among other things, all of Assignor’s right, title and interest in and to certain real property more particularly described therein (the “Property”), together with all of Assignor’s right, title and interest in and to the Leases and Security Deposits more particularly described in Schedule 1 attached hereto (collectively, the “Assumed Leases”). Unless otherwise expressly provided herein, capitalized terms used in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

B. This Agreement is made pursuant to, and is therefore subject to the terms of, the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby grants, assigns, transfers, sets over and delivers to Assignee all of Assignor’s right, title and interest in and to all of the Assumed Leases.

2. Assumption. By execution of this Agreement, Assignee hereby accepts the assignment made by Assignor under Paragraph 1 hereof and hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations of landlord under the Assumed Leases which accrue or arise or are required to be performed on or after the Effective Date.

3. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

4. Binding Effect. This Agreement and the provisions contained herein shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Attorneys’ Fees. In the event of any legal action (including, but not limited to, appellate and bankruptcy proceedings) between or with respect to Assignor and/or Assignee arising out of or in connection with this Agreement, the prevailing party shall be entitled to

recover from the other party reasonable attorneys' fees and costs of suit.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNOR:

475 BILTMORE MOB LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

THE CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

By: _____
Name: Peter J. Iglesias
Title: City Manager

Approved for Form and Legal Sufficiency:

By: _____
Name: Cristina Suarez
Title: City Attorney

Attestation of Signatures:

By: _____
Name: Billy Y. Urquia
Title: City Clerk

-

Schedule 1
[Rent Roll and Security Deposits schedule]

EXHIBIT B
FORM OF ASSIGNMENT OF CONTRACTS

This Assignment and Assumption of Contracts (this “Agreement”) is made as of the _____ day of _____, 2026 (the “Effective Date”), between **475 BILTMORE MOB LLC**, a Delaware limited liability company (“Assignor”), and **THE CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of _____, 2026 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase from Assignor, among other things, all of Assignor’s right, title and interest in and to certain real property more particularly described therein (the “Property”), together with all of Assignor’s right, title and interest in and to the Assumed Contracts set out on Schedule 1 attached hereto (the “Assumed Contracts”). Unless otherwise expressly provided herein, capitalized terms used in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

B. This Agreement is made pursuant to, and is therefore subject to the terms of, the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby grants, assigns, transfers, sets over and delivers to Assignee all of Assignor’s right, title and interest, if any, in and to all of the Assumed Contracts.
2. Assumption. By execution of this Agreement, Assignee hereby accepts the assignment made by Assignor under Paragraph 1 hereof and hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon the holder of Assignor’s position under and in the Assumed Contracts which accrue or arise or are required to be performed on or after the Effective Date.
3. Governing Law. This Agreement shall be governed by the laws of the State of Florida.
4. Binding Effect. This Agreement and the provisions contained herein shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
5. Attorneys’ Fees. In the event of any legal action (including, but not limited to, appellate and bankruptcy proceedings) between or with respect to Assignor and/or Assignee arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys’ fees and costs of suit.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNOR:

475 BILTMORE MOB LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

THE CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

By: _____
Name: Peter J. Iglesias
Title: City Manager

Approved for Form and Legal Sufficiency:

By: _____
Name: Cristina Suarez
Title: City Attorney

Attestation of Signatures:

By: _____
Name: Billy Y. Urquia
Title: City Clerk

Schedule 1
[Assumed Contracts List]

EXHIBIT C
FORM OF TENANT NOTICES

[Property Name]
[Property Address]

Dear Tenant:

Notice is hereby given to the tenants of Biltmore Medical Center (the “Property”) that 475 Biltmore Mob LLC, a Delaware limited liability company, the current owner of the Property, has sold the Property to the City of Coral Gables, a municipal corporation existing under the laws of the State of Florida (“Buyer”) effective _____, 2026. Buyer has assumed all of the obligations of landlord under your lease, including any obligations with respect to your security deposit, if any, which has been transferred to Buyer and shall be held at [_____].

Future rental payments should be sent to:

City of Coral Gables
2020 Ponce de Leon Blvd.
Suite 1200
Coral Gables, Florida 33134

Sincerely,

475 BILTMORE MOB LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT D
FORM OF ASSIGNMENT OF LICENSES, PERMITS, WARRANTIES AND GENERAL
INTANGIBLES

This General Assignment and Assumption (this “Agreement”) is made as of the _____ day of _____, 2026 (the “Effective Date”), between **475 BILTMORE MOB LLC**, a Delaware limited liability company (“Assignor”), and **THE CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of _____, 2026 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase from Assignor, among other things, all of Assignor’s right, title and interest in and to certain real property more particularly described therein (the “Property”), together with all of Assignor’s right, title and interest in and to all licenses, permits and authorizations, Warranties and Intangible Property with respect to the Property to the extent assignable (collectively, the “Assumed Property”). Unless otherwise expressly provided herein, capitalized terms used in this Agreement shall have the meaning ascribed to such terms in the Purchase Agreement.

B. This Agreement is made pursuant to, and is therefore subject to the terms of, the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby grants, assigns, transfers, sets over and delivers to Assignee all of Assignor’s right, title and interest, if any, in and to all of the Assumed Property.

2. Assumption. By execution of this Agreement, Assignee hereby accepts the assignment made by Assignor under Paragraph 1 hereof and hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon the holder of Assignor’s position under and in the Assigned Property which accrue or arise or are required to be performed on or after the Effective Date.

3. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

4. Binding Effect. This Agreement and the provisions contained herein shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Attorneys' Fees. In the event of any legal action (including, but not limited to, appellate and bankruptcy proceedings) between or with respect to Assignor and/or Assignee arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNOR:

475 BILTMORE MOB LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

THE CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida

By: _____
Name: Peter J. Iglesias
Title: City Manager

Approved for Form and Legal Sufficiency:

By: _____
Name: Cristina Suarez
Title: City Attorney

Attestation of Signatures:

By: _____
Name: Billy Y. Urquia
Title: City Clerk

EXHIBIT E
FORM OF DEED

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and entered into as of the ____ day of _____, 2026, by **475 BILTMORE MOB LLC**, a Delaware limited liability company, whose mailing address for purposes of this instrument is _____ (hereinafter referred to as "**Grantor**"), to and in favor of **THE CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida, whose mailing address for purposes of this instrument is 2020 Ponce de Leon Blvd., Suite 1200, Coral Gables, Florida 33134 (hereinafter referred to as "**Grantee**").

W I T N E S S E T H

THAT, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain real property together with the improvements thereon, if any (hereinafter collectively referred to as the "**Property**"), in Miami-Dade County, Florida, more particularly described as follows:

SEE **EXHIBIT "A"** ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantor hereby covenants with Grantee: (i) that Grantor is lawfully seized of said Property in fee simple; (ii) that Grantor has good right and lawful authority to sell and convey said Property; and (iii) that Grantor hereby warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject to taxes accruing subsequent to December 31, 2025, and conditions, restrictions, reservations and easements of record, if any, however, reference thereto shall not serve to reimpose same.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all the parties to this Special Warranty Deed and their heirs, legal representatives and assigns. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

475 BILTMORE MOB LLC, a Delaware
limited liability company

Print Name: _____

Witness Address: _____

Print Name: _____

Witness Address: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2026, by _____, as the _____ of **475 BILTMORE MOB LLC**, a Delaware limited liability company, on behalf of said company, who is either (a) _____ personally known to me, or (b) _____ has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT “A” – LEGAL DESCRIPTION

EXHIBIT F
FORM OF BILL OF SALE

BILL OF SALE

475 BILTMORE MOB LLC, a Delaware limited liability company (“Assignor”), and **THE CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (“Assignee”), are parties to that certain Purchase and Sale Agreement dated as of _____, 2026 (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase from Assignor, among other things, all of Assignor’s right, title and interest in and to the Property (as defined therein). Unless otherwise expressly provided herein, capitalized terms used in this Bill of Sale shall have the meaning ascribed to such terms in the Purchase Agreement.

Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in and to the Personal Property, including, but not limited to, all personal property listed on Schedule 1 attached hereto and made a part hereof (the “Transferred Property”), and the Assignee hereby accepts and assumes the Transferred Property.

Assignor represents and warrants to Assignee that Assignor is the lawful owner of the Transferred Property; that Assignor has the power and authority to execute and deliver this Bill of Sale; that the Transferred Property is free and clear of any liens, attachments, judgments or encumbrances of any nature; and that Assignor will warrant and defend the sale of the Transferred Property unto Assignee against the lawful claims and demands of all persons whomsoever.

Except as expressly specified herein, Assignee accepts the personal property and other property conveyed herein “AS-IS,” “WHERE IS” and “WITH ALL FAULTS,” and Assignor hereby expressly disclaims any and all warranties of any kind, including, any warranties of quality, fitness and/or merchantability relating to any of the Personal Property.

This Bill of Sale may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Bill of Sale
as of the _____ day of _____, 2026.

ASSIGNOR:

475 BILTMORE MOB LLC, a Delaware limited liability
company

By: _____

Name: _____

Title: _____

Schedule 1

PERSONAL PROPERTY

[To be Inserted]

EXHIBIT G
FIRPTA AFFIDAVIT

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform THE CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida (“Transferee”), that withholding of tax is not required upon the disposition of a U.S. real property interest by 475 BILTMORE MOB LLC, a Delaware limited liability company (“Transferor”), the undersigned hereby certifies the following:

1. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a “disregarded entity” as defined in § 1.1445-2(b)(2)(iii) of the Income Tax Regulations;
3. Transferors’ U.S. employer identification number is [_____]; and
4. Transferor’s office address is at [_____].

The undersigned understands and acknowledges that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

[Remainder of page intentionally left blank. Signature page follows.]

Under penalties of perjury, as of the date first set forth above, the undersigned declares that such person has examined this certification and to the best of such person's knowledge and belief it is true and correct, and further declares that such person has authority to sign this document on behalf of Transferor.

475 BILTMORE MOB LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT H
FORM OF SELLER’S CERTIFICATE

475 BILTMORE MOB LLC, a Delaware limited liability company (“Seller”), hereby makes this Seller’s Certificate as of _____, 2026, for the benefit of **THE CITY OF CORAL GABLES**, a municipal corporation existing under the laws of the State of Florida (“Buyer”).

Pursuant to Section 6.2(a)(x) of that certain Purchase and Sale Agreement dated as of _____, 2026, by and between Seller and Buyer (the “Purchase Agreement”), for the sale of certain real property located in the City of Coral Gables, County of Miami-Dade, State of Florida and more particularly described therein, Seller hereby certifies to and for the benefit of Buyer that all representations and warranties made by Seller under the Purchase Agreement, including, but not limited to, all representations and warranties made by Seller under Article III thereof, are true and correct in all respects as of the date of this Seller’s Certificate.

SELLER:

475 BILTMORE MOB LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT I
FORM OF TITLE AFFIDAVIT

SELLER'S TITLE AFFIDAVIT
Commitment No. [_____]

Before me, the undersigned authority, personally appeared [_____] ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. Affiant is Manager of 475 BILTMORE MOB LLC, a Delaware limited liability company (hereinafter referred to as the "**Seller**" or the "**Company**"). Affiant has personal knowledge of the matters set forth herein and is authorized to execute this document on behalf of the Company.
2. To Affiant's actual knowledge, the Company is the owner of the real property described in the below-referenced Title Commitment, commonly known as [_____] and described on Exhibit "A" attached hereto and made a part hereof by this reference (collectively referred to as the "**Property**") and is selling the Property to the City of Coral Gables, a municipal corporation existing under the laws of the State of Florida ("**Buyer**").
3. To Affiant's knowledge and subject to the items set forth in the Title Commitment, the Property is free and clear of all defects, liens (including mechanic's, materialman's and laborer's liens), taxes, mortgages, encumbrances and claims of every kind, nature and description of record whatsoever, except for real estate and personal property taxes for the year 2026, which are not yet due and payable.
4. To Affiant's actual knowledge, there have been no documents recorded in the Public Records of Miami-Dade County, Florida subsequent to [_____] pursuant to the [Commitment for Title Insurance File No. _____] (the "**Title Commitment**") issued by Holland & Knight LLP, as agent to Chicago National Title Insurance Company ("**Title Insurer**"), which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to Title Insurer in writing, and Affiant has no knowledge of any matter affecting title to the Property. Affiant has not and will not execute any instruments that would adversely affect the interest to be insured.
5. To Affiant's actual knowledge, there are no rights or claims of parties in possession, other than Seller and tenants under unrecorded leases shown on the rent roll attached hereto as Exhibit "B" and made a part hereof by this reference, and Seller has exclusive, undisputed possession and ownership of the Property and no one has challenged or tried to prevent ingress and egress to the Property.
6. To Affiant's actual knowledge, there are no outstanding assessments against the Property by any governmental agency or authority, nor any unpaid assessments or unpaid service charges outstanding for gas, water, garbage or sewerage services with respect to the Property.
7. To Affiant's actual knowledge, there are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the Property.
8. To Affiant's actual knowledge, there are no outstanding contracts, written or oral, for the furnishing of labor, material or services to the Property for which the Company is in default, and that within the past ninety (90) days from the date hereof, there have been no improvements, alterations, or repairs to the Property ordered by the Company for which the costs thereof remain

unpaid, and that within the past ninety (90) days from the date hereof, there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.

9. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced Property and, for the purpose of inducing **Holland & Knight LLP** and the Title Insurer to issue title insurance on the subject Property, with the knowledge that said title companies are relying upon the statements set forth herein.

[Signature Page to Follow]

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

State of _____
County of _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by [_____, who ☐ is personally known or ☐ has produced a driver's license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT J

FORM OF TENANT ESTOPPEL

TO: _____

RE: [Lease] dated _____ (the "**Lease**") by and between _____ ("**Tenant**") and 475 Biltmore MOB LLC, Delaware limited liability company ("**Landlord**") with respect to certain premises identified as Suite _____ ("**Leased Premises**") located at 475-495 Biltmore, Coral Gables, Florida ("**Property**"). The Leased Premises are comprised of _____ square feet.

Ladies and Gentlemen:

The undersigned Tenant acknowledges the right of Landlord and any purchaser of the Property ("**Purchaser**") and any lender ("**Lender**") providing financing in connection with Purchaser's purchase of the Property, and any administrative agent or servicer of such Lender, and each of their respective successors and assigns (collectively, the "**Reliance Parties**") to rely upon the statements and representations of the undersigned contained in this Tenant Estoppel Certificate ("**Certificate**") and further acknowledges that Purchaser's agreement to purchase the Property and its Lender's agreement to finance such purchase, if any, will be made and entered into in material reliance on this Certificate.

Given the foregoing, the undersigned Tenant hereby certifies and represents unto Landlord and the Reliance Parties, and their respective successors and assigns, with respect to the above-described Lease, as follows:

1. **LEASED PREMISES.** All space and improvements covered by the Lease have been completed and furnished to the satisfaction of Tenant, and all Tenant construction costs or allowances payable by Landlord have been paid and no such costs are payable hereafter under the Lease except as follows: _____. All other conditions required under the Lease have been met, and Tenant has accepted and taken possession of and presently occupies the Leased Premises, consisting of approximately _____ rentable square feet [and including storage space consisting of _____ square feet].
2. **ENTIRE AGREEMENT.** Attached as Exhibit A is a true and correct copy of the Lease, together with any amendments, modifications and supplements thereto. The Lease term commenced on _____ and ends on _____, and Tenant has no right to terminate the Lease prior to its stated expiration. The Lease has not been modified, altered or amended in any respect and contains the entire agreement between Landlord and Tenant, except as follows: _____.

3. **ANNUAL RENT.** As of the date hereof, the annual minimum rent under the Lease is \$_____, subject to any escalation and/or percentage rent and/or common area maintenance charges, in accordance with the terms and provisions of the Lease. The rent has been paid through _____, 2026. The “**Base Year**” for any escalation is _____. As of the date hereof, Tenant's percentage share of operating expenses/common area charges, insurance and real estate taxes is _____ upon completion of expansion premises which is currently being paid on an estimated basis in advance at the rate of \$_____ per month and have been paid through _____.
4. **NO PREPAID RENT.** No rent or other amount payable by Tenant under the Lease has been paid by Tenant in advance under the Lease. No “discounts”, “free rent” or “discounted rent” have been agreed to or are in effect except for: _____.
5. **SECURITY DEPOSIT.** A Security Deposit of \$_____ has been made and is currently being held by Landlord.
6. **NO CLAIM.** Tenant has no claim against Landlord for any deposit or prepaid rent except as provided in Paragraphs 4 and 5 above.
7. **NO DEFAULT OF LANDLORD.** There are no existing defenses which Tenant has against enforcement of the Lease by Landlord. The Landlord has satisfied all commitments, arrangements or understandings made to induce Tenant to enter into the Lease, and the Landlord is not in any respect in default in the performance of the terms and provisions of the Lease, nor is there now any fact or condition which, with notice or lapse of time or both, would become such a default.
8. **NO DEFAULT OF TENANT.** Tenant is not in any respect in default under the terms and provisions of the Lease (nor is there now any fact or condition which, with notice or lapse of time or both, would become such a default) and has not assigned, subleased, transferred or hypothecated its interest under the Lease, except as follows: _____.
9. **TENANT RIGHTS.** Tenant does not have: (i) any right to renew or extend the term of the Lease except as expressly provided in the Lease; (ii) any right of first refusal, right of first offer or option or preferential right to purchase all or any part of the Leased Premises or all or any part of the building or premises of which the Leased Premises are a part; (iii) any right to expand or lease additional space at the Property; or (iv) any right, title, or interest with respect to the Leased Premises other than as tenant under the Lease. There are no understandings, contracts, agreements, subleases, assignments, or commitments of any kind whatsoever with respect to the Lease or the Leased Premises except as expressly provided in the Lease or in any amendment or supplement to the Lease set forth in Paragraph 2 above, copies of which are attached hereto.
10. **LEASE EFFECTIVE.** The Lease is a binding obligation of Tenant and is in full force and effect. Tenant has no defenses, setoffs, or counterclaims against Landlord arising out

of the Lease or in any way relating thereto or arising out of any other transactions between Tenant and Landlord.

11. **NO BROKER LIENS.** Neither Tenant nor Landlord has incurred any fee or commission with any real estate broker which would give rise to any lien right under state or local law, except as follows (if none, state "None"): _____.
12. **NOTICES.** The current address to which all notices to Tenant as required under the Lease should be sent is:

13. **PARKING.** Tenant currently has the right to use _____ parking spaces in the surface lot located at _____.
14. **BANKRUPTCY.** There are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof.

[Signature Page to Follow]

TENANT

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT K

FORM OF SELLER ESTOPPEL

TO: _____

RE: [Lease] dated _____ (the "**Lease**") by and between _____ ("**Tenant**") and 475 Biltmore MOB LLC, Delaware limited liability company ("**Landlord**" or "**Seller**") with respect to certain premises identified as Suite _____ ("**Leased Premises**") located at 475-495 Biltmore, Coral Gables, Florida ("**Property**"). The Leased Premises are comprised of _____ square feet.

Ladies and Gentlemen:

The undersigned Seller is providing this Seller Estoppel to the City of Coral Gables, a municipal corporation existing under the laws of the State of Florida ("**Purchaser**") and any lender ("**Lender**") providing financing in connection with Purchaser's purchase of the Property, and any administrative agent or servicer of such Lender, and each of their respective successors and assigns (collectively, the "**Reliance Parties**") to rely upon the statements and representations of the undersigned contained in this Seller Estoppel Certificate ("**Certificate**") and further acknowledges that Purchaser's agreement to purchase the Property and its Lender's agreement to finance such purchase, if any, will be made and entered into in material reliance on this Certificate for a period of nine (9) months following the closing of the sale of the Property from Seller to Purchaser. Notwithstanding anything to the contrary contained in this Certificate, the Reliance Parties shall have no recourse against Seller from and after such period.

Given the foregoing, the undersigned Seller hereby certifies and represents unto the Reliance Parties, and their respective successors and assigns, with respect to the above-described Lease, as follows:

1. **LEASED PREMISES.** All space and improvements covered by the Lease have been completed and furnished to Tenant, and all Tenant construction costs or allowances payable by Landlord have been paid and no such costs are payable hereafter under the Lease except as follows: _____. All other conditions required of Landlord under the Lease have been met, and Tenant has accepted and taken possession of and presently occupies the Leased Premises, consisting of approximately _____ rentable square feet [and including storage space consisting of _____ square feet].
2. **ENTIRE AGREEMENT.** Attached as Exhibit A is a true and correct copy of the Lease, together with any amendments, modifications and supplements thereto. The Lease term commenced on _____ and ends on _____, and Tenant has no right to terminate the Lease prior to its stated expiration. The Lease has not been modified,

altered or amended in any respect and contains the entire agreement between Landlord and Tenant, except as follows: _____.

3. **ANNUAL RENT.** As of the date hereof, the annual minimum rent under the Lease is \$ _____, subject to any escalation and/or percentage rent and/or common area maintenance charges, in accordance with the terms and provisions of the Lease. The rent has been paid through _____, 2026. The “**Base Year**” for any escalation is _____. As of the date hereof, Tenant's percentage share of operating expenses/common area charges, insurance and real estate taxes is _____ upon completion of expansion premises which is currently being paid on an estimated basis in advance at the rate of \$ _____ per month and have been paid through _____.
4. **NO PREPAID RENT.** No rent or other amount payable by Tenant under the Lease has been paid by Tenant in advance under the Lease except for: _____. No “discounts”, “free rent” or “discounted rent” have been agreed to or are in effect except for: _____.
5. **SECURITY DEPOSIT.** A Security Deposit of \$ _____ has been made and is currently being held by Landlord.
6. **NO CLAIM.** To Seller’s knowledge, Tenant has no claim against Landlord for any deposit or prepaid rent except as provided in Paragraphs 4 and 5 above.
7. **NO DEFAULT OF LANDLORD.** To Seller’s knowledge, there are no existing defenses which Tenant has against enforcement of the Lease by Landlord. To Seller’s knowledge, the Landlord has satisfied all commitments, arrangements or understandings made to induce Tenant to enter into the Lease, and the Landlord is not in any respect in default in the performance of the terms and provisions of the Lease, nor is there now any fact or condition which, with notice or lapse of time or both, would become such a default.
8. **NO DEFAULT OF TENANT.** To Seller’s knowledge, Tenant is not in any respect in default under the terms and provisions of the Lease (nor is there now any fact or condition which, with notice or lapse of time or both, would become such a default) and has not assigned, subleased, transferred or hypothecated its interest under the Lease, except as follows: _____.
9. **TENANT RIGHTS.** Tenant does not have: (i) any right to renew or extend the term of the Lease except as expressly provided in the Lease; (ii) any right of first refusal, right of first offer or option or preferential right to purchase all or any part of the Leased Premises or all or any part of the building or premises of which the Leased Premises are a part; (iii) any right to expand or lease additional space at the Property; or (iv) any right, title, or interest with respect to the Leased Premises other than as tenant under the Lease. There are no understandings, contracts, agreements, subleases, assignments, or commitments of any kind whatsoever with respect to the Lease or the Leased Premises except as expressly provided in the Lease or in any amendment or supplement to the Lease set forth in Paragraph 2 above, copies of which are attached hereto.

10. **LEASE EFFECTIVE.** To Seller's knowledge, the Lease is a binding obligation of Tenant and is in full force and effect. To Seller's knowledge, Tenant has no defenses, setoffs, or counterclaims against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transactions between Tenant and Landlord.
11. **NO BROKER LIENS.** Neither Tenant (to Seller's knowledge) nor Landlord has incurred any fee or commission with any real estate broker which would give rise to any lien right under state or local law, except as follows (if none, state "None"):
_____.
12. **NOTICES.** The current address to which all notices to Tenant as required under the Lease should be sent is:

_____.
13. **PARKING.** Tenant currently has the right to use _____ parking spaces in the surface lot located at _____.
14. **BANKRUPTCY.** To Seller's knowledge, there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof.

[Signature Page to Follow]

TENANT

[_____]

By: _____
Name: _____
Title: _____