

AMERICAN HEALTHCARE REIT, INC.

FORM 8-K (Current report filing)

Filed 08/17/16 for the Period Ending 08/17/16

Address	18191 VON KARMAN AVENUE SUITE 300 IRVINE, CA, 92612
Telephone	949-270-9200
CIK	0001632970
Symbol	AHRT
SIC Code	6798 - Real Estate Investment Trusts
Industry	Specialized REITs
Sector	Financials
Fiscal Year	12/31

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): **August 11, 2016**

Griffin-American Healthcare REIT IV, Inc.

(Exact name of registrant as specified in its charter)

Maryland

(State or other jurisdiction
of incorporation)

333-205960 (1933 Act)

(Commission
File Number)

47-2887436

(I.R.S. Employer
Identification No.)

**18191 Von Karman Avenue, Suite 300
Irvine, California**

(Address of principal executive offices)

92612

(Zip Code)

Registrant's telephone number, including area code: **(949) 270-9200**

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Item 1.01 Entry into a Material Definitive Agreement.

Iron MOB Portfolio

On August 11, 2016, we, through GAHC4 Iron MOB Portfolio, LLC, our wholly owned subsidiary, entered into a Purchase and Sale Agreement and Joint Escrow Instructions, or the Iron Purchase Agreement, with Cullman POB Partners I, LLC, Cullman POB II, LLC and HCP Coosa MOB, LLC, or collectively, Iron sellers, and Chicago Title Insurance Company, as escrow agent, for the purchase of Iron sellers' leasehold interests in certain parcels of land located in Cullman, Alabama and Sylacauga, Alabama, and the three medical office buildings located thereon, or collectively, the Iron MOB Portfolio, for an aggregate purchase price of \$31,000,000, plus closing costs. We are not affiliated with Iron sellers or Chicago Title Insurance Company.

The material terms of the Iron Purchase Agreement include: (i) a due diligence period of 30 days from the effective date of the Iron Purchase Agreement; (ii) an initial deposit of \$750,000 due within three business days after the effective date of the Iron Purchase Agreement and an additional deposit of \$250,000 due within three business days after the expiration of the due diligence period, which shall be applied to the purchase price and is to be held and disbursed in accordance with the terms of the Iron Purchase Agreement; (iii) a closing date to take place on the later of 30 days following the expiration of the due diligence period, the date upon which all closing conditions, as defined in the Iron Purchase Agreement, have been satisfied in accordance with the Iron Purchase Agreement, or such other date as may be agreed to; provided, however, that the closing shall not occur later than December 15, 2016; and provided further, however, that we may extend the closing date by an additional 30 days upon written notice and payment of a nonrefundable additional deposit of \$250,000; (iv) that in the event the closing does not occur by December 15, 2016, the deposit shall be returned to us in accordance with the terms of the Iron Purchase Agreement; (v) a right for us to terminate the Iron Purchase Agreement, for any reason or no reason at all, at any time prior to or on the expiration of the due diligence period upon written notice, in which case the deposit shall be returned to us; (vi) rights of first refusal and/or rights of first offer, each a ROFR or collectively, the ROFRs, in favor of Cullman Regional Medical Center, Inc. and Sylacauga Health Care Authority, or collectively, ground lessors, respectively, pursuant to each of the respective ground leases between Iron sellers and ground lessors, subject to certain conditions and exceptions; (vii) that in the event ground lessors fail to waive the applicable ROFR(s) prior to closing, that portion of the leasehold interest and medical office building, or property, encumbered by such ROFR shall be automatically removed from the Iron Purchase Agreement, we shall proceed to closing without such property, and the purchase price shall be reduced by the amount allocable to such property; provided, however, that in the event Sylacauga Health Care Authority exercises its rights under its ROFR, HCP Coosa MOB, LLC shall reimburse us for limited out-of-pocket costs; (viii) Iron sellers' obligation to assign to us all of Iron sellers' rights, titles and interests in, to and under the applicable ground leases between Iron sellers and ground lessors at closing, pursuant to ground lease assignments; (ix) that in the event any of our closing conditions have not been fulfilled within the applicable time periods, the right for us, in our sole and absolute discretion, to either waive such closing condition(s) upon written notice and close escrow with no adjustment or abatement in the purchase price, or terminate the Iron Purchase Agreement upon written notice and recover the deposit, in which case Iron sellers shall pay for all applicable cancellation charges and, to the extent that the failure of the closing condition is caused by Iron sellers' default, the right for us to seek additional remedies as set forth in the Iron Purchase Agreement; (x) a limit on Iron sellers' maximum aggregate liability, which may be awarded to or collected by us in connection with the transactions contemplated by the Iron Purchase Agreement, subject to certain conditions; (xi) a provision stating that Iron sellers are entitled to liquidated damages in the amount of the deposit, as Iron sellers' sole and exclusive remedy, in the event that the escrow and transaction fail to close as a result of our default, subject to the terms in the Iron Purchase Agreement; (xii) that in the event closing fails to occur as a result of any of Iron sellers' default, which default has not been cured after receipt of written notice pursuant to the terms of the Iron Purchase Agreement, the right for us to recover the deposit and either terminate the Iron Purchase Agreement and receive reimbursement for limited out-of-pocket expenses, including reasonable attorneys' fees, or seek specific performance; provided, however, that in the event specific performance is not available as a result of any of Iron sellers' sale of their respective property to another party, we shall be entitled to recover out-of-pocket damages without limitation; and (xiii) Iron sellers' obligation to maintain a liquid net worth of at least 2.5% of the purchase price in Unencumbered Assets, as defined in the Iron Purchase Agreement, for a period of 12 months following the closing in order to support Iron sellers' post-closing obligations under the Iron Purchase Agreement. The Iron Purchase Agreement also contains additional covenants, representations and warranties that are customary of real estate purchase and sale agreements.

Cullman MOB III

On August 11, 2016, we, through GAHC4 Cullman AL MOB III, LLC, our wholly owned subsidiary, entered into a Purchase and Sale Agreement and Escrow Instructions, or the Cullman Purchase Agreement, with Cullman POB III LLC, or Cullman seller, and Chicago Title Insurance Company, as escrow agent, for the purchase of Cullman seller's leasehold interest in a parcel of land located in Cullman, Alabama, and the medical office building located thereon, or Cullman MOB III, an approximately 52,000-square-foot medical office building, for a purchase price of \$16,650,000, plus closing costs. Cullman

MOB III is currently 100 percent leased to two tenants, including Cullman Regional Medical Center, Inc. and Cullman Primary Care, P.C. Medical services provided at Cullman MOB III include family medicine, orthopaedics, ophthalmology, obstetrics and gynecology, allergy and asthma, pulmonology, sleep medicine and sleep disorders treatment, a neurology and pain clinic and an on-site pharmacy. We are not affiliated with Cullman seller or Chicago Title Insurance Company.

The material terms of the Cullman Purchase Agreement include: (i) a due diligence period from the effective date of the Cullman Purchase Agreement until 5:00 p.m. Central Time on the date that is the later of 30 days from the effective date of the Cullman Purchase Agreement or the date that Cullman seller provides us with the Property Information, as defined in the Cullman Purchase Agreement; (ii) a deposit of \$500,000 due within three business days after execution of the Cullman Purchase Agreement, which shall be applied to the purchase price and is nonrefundable except where the Cullman Purchase Agreement expressly provides otherwise; (iii) a closing date within 30 days following the expiration of the due diligence period, provided that we may extend the closing date by an additional 30 days upon written notice and payment of a nonrefundable additional deposit of \$500,000; (iv) a right for us to terminate the Cullman Purchase Agreement, in our sole discretion and for any reason whatsoever, at any time prior to or on the expiration of the due diligence period upon written notice; (v) a right of first refusal, or the Cullman ROFR, in favor of Cullman Regional Medical Center, Inc., or ground lessor, pursuant to the ground lease between Cullman seller and ground lessor, subject to certain conditions and exceptions; (vi) that in the event Cullman seller fails to timely cure any unsatisfied conditions precedent, as defined in the Cullman Purchase Agreement, the right for us to either proceed to closing with no reduction in the purchase price or terminate the Cullman Purchase Agreement upon written notice and receive a return of the deposit; (vii) Cullman seller's obligation to deliver the executed assignment and assumption of ground lease with respect to the ground lease between Cullman seller and ground lessor; (viii) Cullman seller's obligation to deliver ground lessor's waiver of the Cullman ROFR pursuant to the Cullman ROFR Notice, as defined in the Cullman Purchase Agreement, or a written statement certifying that ground lessor failed to timely respond to the Cullman ROFR Notice, in which event the Cullman ROFR shall be deemed waived by ground lessor, as applicable, at closing; (ix) that in the event ground lessor exercises the Cullman ROFR or fails to consent to the assignment of the ground lease, the Cullman Purchase Agreement shall automatically terminate and we shall receive a return of the deposit and reimbursement of limited out-of-pocket costs, including reasonable attorneys' fees; (x) a provision providing that Chicago Title Insurance Company shall escrow a certain amount of the purchase price for a period beginning on the closing date until 270 days after the closing date in compliance with an escrow holdback agreement among the parties to the Cullman Purchase Agreement; (xi) that in the event closing fails to occur as a result of our default, which default has not been cured pursuant to the terms of the Cullman Purchase Agreement, the right for Cullman seller, upon written notice, to terminate the Cullman Purchase Agreement and retain the deposit as liquidated damages, as Cullman seller's sole and exclusive remedy; provided, however, that no cure period or written notice shall apply in the event our default results from our failure to deliver into escrow the balance of the purchase price as of the closing date or our failure to deliver our required, executed signature pages to the closing documents; and (xii) that in the event that Cullman seller is in default and has not cured such default pursuant to the terms of the Cullman Purchase Agreement, the right for us, upon written notice, to either proceed to closing with no reduction in the purchase price, seek specific performance, or terminate the Cullman Purchase Agreement, recover the deposit and receive reimbursement of limited out-of-pocket costs, including reasonable attorneys' fees; provided, however, that no cure period or written notice shall apply in the event Cullman seller's default results from Cullman seller's failure to deliver its required, executed signature pages to the closing documents, in which case we shall have the right to terminate the Cullman Purchase Agreement, recover the deposit and receive reimbursement of limited out-of-pocket costs, including reasonable attorneys' fees. The Cullman Purchase Agreement also contains additional covenants, representations and warranties that are customary of real estate purchase and sale agreements.

We intend to finance the purchases of the Iron MOB Portfolio and Cullman MOB III from funds raised through our initial public offering and debt financing. We also anticipate paying an acquisition fee based on the purchase price of each property to our advisor in connection with the acquisition of such properties, as described in the prospectus for our initial public offering. We anticipate closing these acquisitions in the fourth quarter of 2016; however, we can give no assurance that these closings will occur within this timeframe, or at all. The potential acquisitions of the Iron MOB Portfolio and Cullman MOB III are subject to substantial conditions to closing.

Rochester Hills MOB

As previously reported in our Current Report on Form 8-K filed on June 23, 2016, Current Report on Form 8-K filed on July 22, 2016 and Current Report on Form 8-K filed on August 3, 2016, we, through GAHC4 Rochester Hills MI MOB, LLC, our wholly owned subsidiary, entered into a Real Estate Purchase Agreement and Escrow Instructions, or the Rochester Purchase Agreement, a First Amendment to Real Estate Purchase Agreement and Escrow Instructions, or the Rochester First Amendment, and a Second Amendment to Real Estate Purchase Agreement and Escrow Instructions, or the Rochester Second Amendment, respectively, with 6700 N. Rochester, LLC, or Rochester seller, and Chicago Title Insurance Company, as escrow

agent, for the purchase of Rochester Hills MOB, located in Rochester Hills, Michigan, for a purchase price of \$8,300,000, plus closing costs, and to amend certain terms of the Rochester Purchase Agreement.

On August 11, 2016, we entered into a Third Amendment to Real Estate Purchase Agreement and Escrow Instructions, or the Rochester Third Amendment, with Rochester seller and Chicago Title Insurance Company. The material terms of the Rochester Third Amendment provide for: (i) an extension of the Due Diligence Period, as defined in the Rochester Purchase Agreement, to 6:00 p.m. Eastern Daylight Time on Wednesday, September 7, 2016, with all rights under Article 3 of the Rochester Purchase Agreement available to us; and (ii) an agreement between Rochester seller and us whereby a Buyer's Title Defect Notice, as defined in the Rochester Purchase Agreement, shall be noticed to Rochester seller in writing by no later than Tuesday, August 23, 2016.

The material terms of the agreements discussed above are qualified in their entirety by the Iron Purchase Agreement, the Cullman Purchase Agreement and Rochester Third Amendment attached as Exhibits 10.1 through 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Purchase and Sale Agreement and Joint Escrow Instructions by and between GAHC4 Iron MOB Portfolio, LLC, Cullman POB Partners I, LLC, Cullman POB II, LLC, HCP Coosa MOB, LLC and Chicago Title Insurance Company, dated August 11, 2016
10.2	Purchase and Sale Agreement and Escrow Instructions by and between Cullman POB III LLC, GAHC4 Cullman AL MOB III, LLC and Chicago Title Insurance Company, dated August 11, 2016
10.3	Third Amendment to Real Estate Purchase Agreement and Escrow Instructions by and between 6700 N. Rochester, LLC, GAHC4 Rochester Hills MI MOB, LLC and Chicago Title Insurance Company, dated August 11, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Griffin-American Healthcare REIT IV, Inc.

August 17, 2016

By: /s/ Jeffrey T. Hanson

Name: *Jeffrey T. Hanson*

Title: *Chief Executive Officer*

Exhibit Index

Exhibit No.	Description
10.1	Purchase and Sale Agreement and Joint Escrow Instructions by and between GAHC4 Iron MOB Portfolio, LLC, Cullman POB Partners I, LLC, Cullman POB II, LLC, HCP Coosa MOB, LLC and Chicago Title Insurance Company, dated August 11, 2016
10.2	Purchase and Sale Agreement and Escrow Instructions by and between Cullman POB III LLC, GAHC4 Cullman AL MOB III, LLC and Chicago Title Insurance Company, dated August 11, 2016
10.3	Third Amendment to Real Estate Purchase Agreement and Escrow Instructions by and between 6700 N. Rochester, LLC, GAHC4 Rochester Hills MI MOB, LLC and Chicago Title Insurance Company, dated August 11, 2016

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

dated

August 11, 2016,

by and among

GAHC4 IRON MOB PORTFOLIO, LLC

as Buyer,

and

CULLMAN POB PARTNERS I, LLC,

CULLMAN POB II, LLC,

AND

HCP COOSA MOB, LLC,

collectively, as Sellers

TABLE OF CONTENTS

		<u>PAGE</u>
1.	PURCHASE AND SALE	3
1.1	Agreement	3
1.2	Indivisible Economic Package	3
2.	PURCHASE PRICE	3
2.1	Purchase Price	3
2.2	Deposit	3
2.3	Balance	4
3.	OPENING OF ESCROW	4
4.	ACTIONS PENDING CLOSING	4
4.1	Due Diligence; Property Documents	4
4.2	Title	6
4.3	Existing ROFRs	8
4.4	Property Contracts	8
5.	DESCRIPTION OF PERSONAL AND INTANGIBLE PROPERTY	9
5.1	The Personal Property	9
5.2	The Intangible Property	9
6.	CONDITIONS TO CLOSING	9
6.1	Buyer's Closing Conditions	9
6.2	Failure of Buyer's Closing Conditions	12
6.3	Sellers' Closing Conditions	12
6.4	Failure of Sellers' Closing Conditions	12
7.	CLOSING	13
7.1	Closing Date	13
7.2	Deliveries by Sellers	13
7.3	Deliveries by Buyer	15
7.4	Actions by Escrow Agent	15
7.5	Credits and Prorations	16
7.6	Closing Costs	20
7.7	Deliveries Outside of Escrow	20
8.	SELLERS' REPRESENTATIONS AND WARRANTIES	21
8.1	Due Organization	21
8.2	Sellers' Authority; Validity of Agreements	21
8.3	Possession	21
8.4	Leases	21
8.5	Space Leases	22
8.6	Violations of Laws	22

8.7	Litigation	22
8.8	Zoning and Condemnation	23
8.9	Service Contracts	23
8.10	FIRPTA	23
8.11	OFAC	23
8.12	Solvency	23
8.13	Employees	23
8.14	Property Documents	24
8.15	Seller's Knowledge	24
8.16	Survival	24
9.	BUYER'S REPRESENTATIONS AND WARRANTIES	24
9.1	Due Organization	24
9.2	Buyer's Authority; Validity of Agreements	24
9.3	OFAC	25
9.4	No Plan Assets	25
9.5	Solvency	25
9.6	Survival	25
10.	ADDITIONAL COVENANTS AND AGREEMENTS	26
10.1	Sellers Covenants Prior to Closing	26
10.2	As-Is	27
10.3	Release	27
10.4	Limitation on Seller's Liability	28
10.5	Changes in Conditions	28
11.	RISK OF LOSS	29
11.1	Condemnation	29
11.2	Casualty	29
12.	REMEDIES	30
12.1	Liquidated Damages	30
12.2	Default by Sellers	31
13.	BROKERS	32
14.	MISCELLANEOUS PROVISIONS	32
14.1	Governing Law	32
14.2	Entire Agreement	32
14.3	Modification; Waiver	32
14.4	Notices	33
14.5	Expenses	34
14.6	Assignment	34
14.7	Severability	35
14.8	Successors and Assigns; Third Parties	35
14.9	Counterparts	35
14.10	Headings; Word Meaning	35

14.11	Time of Essence	35
14.12	Further Assurances	35
14.13	Number and Gender	36
14.14	Construction	36
14.15	Exhibits	36
14.16	Attorneys' Fees	36
14.17	Business Days	36
14.18	Early Termination	36
14.19	Waiver of Known Defaults	36
14.20	Confidentiality	36
14.21	Bulk Sales	37
14.22	IRS Real Estate Sales Reporting	37
14.23	Sellers' Liquidity Covenant	37
14.24	Section 1031 Exchange	38
14.25	Buyer's Disclosures	38
14.26	Survival of Provisions After Closing	38
14.27	Exclusivity	38

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “Agreement”) is made and entered into as of August 11, 2016 (the “Execution Date”), by and among GAHC4 IRON MOB PORTFOLIO, LLC, a Delaware limited liability company (“Buyer”), CULLMAN POB PARTNERS I, LLC, a Delaware limited liability company (“Cullman I”), CULLMAN POB II, LLC, a Delaware limited liability company (“Cullman II”), and HCP COOSA MOB, LLC, a Delaware limited liability company (“Coosa”), for the purpose of setting forth the agreement of the parties and of instructing Chicago Title Insurance Company (“Escrow Agent”), with respect to the transactions contemplated by this Agreement. Cullman I, Cullman II and Coosa are sometimes each referred to herein as a “Seller” and are sometimes collectively referred to herein as “Sellers.”

RECITALS

A. Cullman I (as successor-in-interest to Cullman POB Partners I, Ltd., an Alabama limited partnership) (i) is the ground lessee under that certain ground lease as more particularly described on Exhibit A attached hereto (as so amended, the “Cullman I Lease”), pursuant to which Cullman I ground leases from Cullman Regional Medical Center, Inc., an Alabama not-for profit corporation organized under the laws of the State of Alabama (“Cullman Landlord”), certain real property more particularly described therein located at 1948 Alabama Highway 157, Cullman, Alabama 35058, as more particularly described on Exhibit A-1 attached hereto (the “Cullman I Land Parcel”), and (ii) pursuant and subject to the terms, conditions, provisions and limitations of the Cullman I Lease, owns an interest in that certain approximately 90,767 square feet professional office building on the property commonly known as the Cullman Medical Center Campus (such facility being hereinafter referred to as “Cullman POB 1”).

B. Cullman II (as successor-in-interest to Cullman POB II, L.L.C., an Alabama limited liability company) (i) is the ground lessee under that certain ground lease as more particularly described on Exhibit A attached hereto (as so amended, the “Cullman II Lease”), pursuant to which Cullman II ground leases from Cullman Landlord certain real property more particularly described therein located at 1890 Alabama Highway 157, Cullman, Alabama 35058, as more particularly described on Exhibit A-2 attached hereto (the “Cullman II Land Parcel”), and (ii) pursuant and subject to the terms, conditions, provisions and limitations of the Cullman II Lease, owns an interest in that certain approximately 74,500 square feet professional office building on the property commonly known as the Cullman Medical Center Campus (such facility being hereinafter referred to as “Cullman POB 2”).

C. Coosa (as successor-in-interest to Coosa Med Building, LLC, an Alabama limited liability company) (i) is the ground lessee under that certain ground lease as more particularly described on Exhibit A attached hereto (as so amended, the

“Coosa Lease”), pursuant to which Coosa ground leases from Sylacauga Health Care Authority, an Alabama healthcare authority (as successor-in-interest to Baptist Health System, Inc., an Alabama nonprofit corporation), certain real property more particularly described therein located at 315 West Hickory Street, Sylacauga, Alabama 35150, also known as 209 West Spring Street, Sylacauga, Alabama 35150, as more particularly described on Exhibit A-3 attached hereto (the “Coosa Land Parcel”), and (ii) pursuant and subject to the terms, conditions, provisions and limitations of the Coosa Lease, owns an interest in an approximately 42,774 gross square foot medical professional office building (such facility being hereinafter referred to as “Coosa Valley”).

D. The Cullman I Lease, the Cullman II Lease and the Coosa Lease are sometimes each referred to herein as a “Lease” and are sometimes collectively referred to herein as the “Leases”. The Cullman I Land Parcel, the Cullman II Land Parcel and the Coosa Land Parcel, together with all of Sellers’ right, title and interest in, to and under all privileges, rights, easements and appurtenances belonging to such land, including without limitation, all right, title and interest (if any) of Sellers in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with such land and all right, title and interest (if any) of Sellers in all mineral and development rights appurtenant to such land, are sometimes each referred to herein as a “Land Parcel” and are sometimes collectively referred to herein as the “Land Parcels.”

E. Cullman POB 1, Cullman POB 2 and Coosa Valley, together with Sellers’ right, title and interest, pursuant and subject to the terms, conditions, provisions and limitations of the Leases, in, to and under all buildings, structures and other improvements and all fixtures, systems and facilities located on the Land Parcels, are sometimes each referred to herein as a “Facility” and are sometimes collectively referred to herein as the “Facilities”. Each Seller’s right, title and interest in, to and under the Leases, the Land Parcels (if any), and the Facilities, together with the “Personal Property,” and the “Intangible Property” (each as hereinafter defined), are sometimes collectively referred to herein as the “Property.”

F. Each Seller desires to sell, transfer and convey its right, title and interest in, to and under the Property and Buyer desires to purchase and acquire each Seller’s right, title and interest in, to and under the Property, from Sellers, in each case upon and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Sellers hereby agree, and instruct Escrow Agent, as follows:

1. PURCHASE AND SALE.

1.1 Agreement. Subject to all of the terms and conditions of this Agreement, each Seller agrees to sell to Buyer, and Buyer agrees to purchase from each Seller, all of such Seller's right, title and interest in, to and under the Property, as applicable, upon and subject to the terms and conditions set forth herein.

1.2 Indivisible Economic Package. Subject to the terms of Sections 4.3 and 11 hereof, Buyer has no right to purchase, and Sellers have no obligation to sell, less than all of the Property, it being the express agreement and understanding of Buyer and Sellers that, as a material inducement to Sellers and Buyer to enter into this Agreement, Buyer has agreed to purchase, and Sellers have agreed to sell, all of the Property, subject to and in accordance with the terms and conditions hereof.

2. PURCHASE PRICE.

2.1 Purchase Price. The purchase price of the Property (the "Purchase Price") shall equal Thirty One Million Dollars (\$31,000,000.00) subject to adjustment as hereinafter provided. Buyer and Sellers hereby acknowledge and agree that the Purchase Price shall be allocated to the Facilities as set forth on Exhibit C attached hereto. The Purchase Price shall be payable as set forth in this Article 2.

2.2 Deposit. On or before the third (3rd) "Business Day" (as hereinafter defined) following the Execution Date, Buyer shall deposit into "Escrow" (as hereinafter defined) the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (which amount, together with any and all interest and dividends earned thereon, shall hereinafter be referred to as the "Initial Deposit"), by wire transfer or by certified or bank check payable to the order of Escrow Agent. If Buyer has not previously terminated this Agreement in accordance with the terms hereof, then on or before the third (3rd) Business Day following the "Due Diligence Termination Date" (as hereinafter defined), Buyer shall deposit into Escrow the additional sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (which sum, together with any and all interest and dividends earned thereon, shall hereinafter be referred to as the "Additional Deposit"), by wire transfer or by certified or bank check payable to the order of Escrow Agent. As used herein, the term "Deposit" shall mean, collectively, the Initial Deposit and the Additional Deposit (or such portion thereof that has theretofore been deposited into Escrow). Escrow Agent shall invest the Deposit in insured money market accounts, certificates of deposit or United States Treasury Bills as Buyer may instruct from time to time, provided that such investments are federally issued or insured. At the "Closing" (as hereinafter defined), the Deposit shall be paid to Sellers and credited against the Purchase Price. In the event that the transactions contemplated herein are not consummated for any reason, then the Deposit shall be held and disbursed in accordance with the terms of this Agreement. Sellers shall not be responsible for, nor shall Sellers bear the risk of loss of, the Deposit and Sellers shall not be responsible for the rate of return thereon. Notwithstanding anything to the contrary contained herein, One Hundred Dollars (\$100.00) of the Deposit will be non-refundable to Buyer and shall be immediately distributed to Sellers as

independent consideration for Sellers entering into this Agreement (“Independent Consideration”). Such Independent Consideration is fully earned by Sellers, is non-refundable under any circumstances, but will be applied to the Purchase Price at Closing.

2.3 Balance. At the Closing, Buyer shall pay to Sellers the balance of the Purchase Price over and above the Deposit, by wire transfer of immediately available federal funds, net of all credits and prorations as provided herein, including those described in Section 7.5 hereof.

3. OPENING OF ESCROW. On or before the second (2nd) Business Day after the Execution Date, Buyer and Sellers shall cause an escrow (“Escrow”) to be opened with Escrow Agent (the “Opening of Escrow”) by delivery to Escrow Agent of a fully executed copy of this Agreement. Escrow Agent shall promptly deliver to Buyer and Sellers written notice of the date of the Opening of Escrow. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the parties. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as herein provided. Escrow Agent shall perform the obligations and duties as Escrow Agent to the best of its ability. Escrow Agent is acting in the capacity of a mere stakeholder only, and as such, shall not be answerable, liable or accountable except for its willful misconduct or gross negligence in the performance of its obligations and duties as Escrow Agent. Buyer and Sellers hereby jointly agree to indemnify, defend and hold Escrow Agent harmless against any and all loss, damage or expense (including but not limited to reasonable attorneys’ fees, charges and disbursements, if any, and the enforcement of this indemnity) which it may incur by reason of performance, in the absence of willful misconduct or gross negligence, of its obligations and duties as Escrow Agent. In the event of conflicting instructions to Escrow Agent, Escrow Agent shall be obligated to perform such obligations and duties only pursuant to joint written instructions from Buyer and Sellers or an order of a court of competent jurisdiction, and no implied duties or obligations shall be binding upon Escrow Agent. In the event of conflicting instructions to Escrow Agent, or if Escrow Agent is named or joined in any lawsuit relating to this Agreement, Escrow Agent is hereby additionally authorized and empowered, at Escrow Agent’s option, to deliver the Deposit in interpleader to the Clerk of the Supreme Court of New York County, New York, whereupon Escrow Agent shall be released from any further obligations or liabilities.

4. ACTIONS PENDING CLOSING.

4.1 Due Diligence; Property Documents. On or before the third (3rd) Business Day following the Execution Date, Sellers shall make available to Buyer for its review and copying, at Buyer’s sole cost and expense, either through an on-line data room system or during normal business hours and upon reasonable advance notice to Sellers, at the management offices of the Facilities, accurate and complete copies of all contracts, documents, books, records and other materials relating to the Property (including, without limitation, copies of the items set forth on Exhibit D attached hereto), to the extent that

such items exist and are in Sellers' possession or reasonable control and are not privileged or attorney-client work product (collectively, the "Property Documents"). Each of the items set forth on Exhibit D attached hereto shall be posted to the on-line data room.

4.1.2 Buyer's Diligence Tests. At all reasonable times during the thirty (30) day period commencing on the Execution Date (the "Due Diligence Period"), Buyer, its agents and representatives shall be entitled at Buyer's sole cost and expense to: (a) enter onto each Facility during normal business hours and upon reasonable advance notice to each applicable Seller, to perform any inspections, investigations, studies and tests of the Property (including, without limitation, physical, structural, mechanical, architectural, engineering, soils, geotechnical and environmental tests, appraisals, tenant interviews, vendor interviews, and underwriting analyses that Buyer deems reasonable); (b) review all Property Documents; and (c) investigate such other matters as Buyer may desire; provided, however, that if Buyer desires to do any Phase II or other invasive environmental testing of any portion of the Property or contact any third party property management employees for the Property, Buyer shall first obtain each applicable Seller's prior written approval which may be granted or withheld in each applicable Seller's sole and absolute discretion; and provided further, however, that if Buyer desires to contact and/or communicate with any governmental authority having jurisdiction over the Property, Buyer may do so solely to the extent necessary to obtain zoning and building code reports and municipal and title lien searches for the Property and such other usual and customary title and public record searches conducted by third parties preparing such zoning and building code reports and title commitments, including, without limitation, general tax questions, to the extent not identifying the proposed sale, Sellers or the Property (it being acknowledged and agreed by Buyer that no other contact and/or communication with any governmental authority having jurisdiction over the Property shall be permitted without Sellers' prior written consent which Sellers may withhold in their sole and absolute discretion). Sellers shall, at Sellers' expense, turn on, run and maintain, without any interruption in service, electrical power and all utilities to the Property (including, without limitation, plumbing, heating and air conditioning systems) to facilitate Buyer's testing and investigations thereof. At Buyer's request, each applicable Seller and Buyer shall schedule interviews of tenants at the Property (collectively, "Tenants"), at which a representative of each applicable Seller shall, at each applicable Sellers' election, be present. A representative of each applicable Seller shall, at each applicable Seller's election, accompany Buyer in connection with the Buyer's exercise of its rights under this Section 4.1.2. Any entry by Buyer onto the Property shall be subject to, and conducted in accordance with, all applicable laws and the terms of the space leases and other occupancy agreements now in effect at the Property (collectively, the "Space Leases") so, provided Sellers shall have delivered (or made available in the on-line data room) a copy thereof to Buyer, as to avoid any unreasonable interference with the occupancy of the Property and to avoid any material disturbance of any of the Tenants. If Buyer or its representatives undertake any borings or other disturbances of the soil of the Property, the soil shall be re-compacted to its condition immediately before any such borings or other disturbances were undertaken. Buyer agrees that from the

Execution Date through the Due Diligence Termination Date, Buyer shall carry, or cause its agent to carry, workers' compensation and general liability insurance in the amount of \$1,000,000.00 per occurrence, which insurance shall name each applicable Seller as an additional insured; upon request, Buyer shall provide each applicable Seller with proof of such insurance prior to commencing Buyer's physical inspections of the Property. Buyer shall keep the Property free and clear of any mechanic's or materialmen's liens arising out of any entry onto or inspection of the Property by or on behalf of Buyer. Buyer shall indemnify, protect, defend and hold each Seller (and each Seller's members, partners, shareholders, agents, officers, employees and representatives, together with Sellers, the "Seller Indemnified Parties") harmless from and against any and all actual, out-of-pocket claims (including, without limitation, claims for mechanic's liens or materialmen's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) (collectively, "Claims") in connection with or arising out of any inspections carried on by or on behalf of Buyer pursuant to the terms hereof; provided, however, that Buyer shall not indemnify any Seller Indemnified Parties for any Claims caused by any Seller Indemnified Parties' gross negligence or willful misconduct or the discovery of any pre-existing conditions disclosed by Buyer's investigations (to the extent not exacerbated by Buyer's investigations) or any damages caused by any Seller Indemnified Party. In the event that this Agreement is terminated for any reason, Buyer shall repair any damage to the Property caused by its entry thereon and restore the same to the condition in which it existed prior to such entry. The provisions of this Section 4.1.2 shall survive the Closing or the earlier termination of this Agreement. Buyer may also, at its sole cost and expense, conduct lien searches covering Sellers and the Property.

4.1.3 Buyer's Termination Right. Buyer shall have the right at any time on or before the last day of the Due Diligence Period (the "Due Diligence Termination Date") to terminate this Agreement by delivering a written notice of such termination to Sellers and Escrow Agent for any reason or no reason at all, in which case (a) Escrow Agent shall return the Deposit (minus the Independent Consideration) to Buyer, (b) the parties shall equally share the cancellation charges of Escrow Agent and "Title Company" (as hereinafter defined), if any, and (c) this Agreement shall automatically terminate and be of no further force or effect and no party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. In the event that Buyer fails to deliver a written termination notice to Sellers and Escrow Agent on or before the Due Diligence Termination Date, then Buyer shall be deemed to have unconditionally waived its termination right under this Section 4.1.3.

4.2 Title.

4.2.1 Deliveries by Sellers. Buyer may, at its sole cost and expense, (a) cause Chicago Title Insurance Company, 711 Third Avenue, Suite 500, New York, New York 10017, (212) 880-1237, Attn: Neal Miranda (in such capacity, "Title Company") to issue and deliver to Buyer, with a copy to each applicable Seller, (i) a current preliminary title report or commitment for a standard coverage leasehold owner's policy of title

insurance for each Facility or the interest Buyer will be acquiring therein pursuant to this Agreement (collectively, the “PTRs”), and (ii) legible copies of all documents referenced therein as exceptions (collectively, the “Underlying Documents”), and (b) cause a licensed surveyor to deliver to Buyer, with a copy to each applicable Seller, a current as-built survey for each Land Parcel and Facility certified for the benefit of Buyer, each applicable Seller and Title Company (collectively, the “Surveys”). The PTRs, the Underlying Documents and the Surveys shall be collectively referred to herein as the “Title Documents.”

4.2.2 Buyer’s Review of Title. Buyer shall have until the Due Diligence Termination Date to notify Sellers in writing of any objection which Buyer may have to any matters reported or shown in the Title Documents or any updates thereof (“Buyer’s Objection Letter”) (provided, however, that if any such updates are received by Buyer after the expiration of the Due Diligence Termination Date, Buyer shall have an additional five (5) Business Days following Buyer’s receipt of such update and copies of all documents referenced therein to notify Sellers of objections to items shown on any such update which were not disclosed on the previously delivered Title Documents). In addition to the Space Leases and Leases, matters reported in or shown by the Title Documents (or any updates thereof) and not timely objected to by Buyer as provided above shall be deemed to be “Permitted Exceptions,” provided, however, Permitted Exceptions shall expressly exclude the so-called “standard exceptions” or “pre-printed” exceptions that are subject to deletion by the Title Company upon receipt of a standard owner’s affidavit and/or indemnity in the form of Exhibit T attached hereto, which each applicable Seller shall provide at Closing (each, an “Affidavit”). Notwithstanding anything to the contrary contained herein, in the event that Buyer fails to obtain any Survey on or before the fifth (5th) Business Day prior to the Due Diligence Termination Date, any and all exceptions identified on the applicable PTR or any update thereof relating to such Survey shall be deemed to be Permitted Exceptions to the extent not previously raised in Buyer’s Objection Letter. Sellers shall have no obligation to cure or correct any matter objected to by Buyer; provided, however Permitted Exceptions shall expressly exclude and each applicable Seller shall be obligated, at its sole cost and expense, to satisfy and release of record, at or prior to Closing, all monetary liens and encumbrances affecting the Property, including any deeds of trust, mortgages, fixture filings, tax liens, judgments, mechanics’ liens, materialmens’ liens, and/or other liens or charges in a fixed sum, and each applicable Seller authorizes the use of the Purchase Price or a portion thereof to pay and discharge the same at Closing. On or before the tenth (10th) Business Day following Sellers’ receipt of Buyer’s Objection Letter, Sellers may elect, by delivering written notice of such election to Buyer and Escrow Agent (“Sellers’ Response”) whether to cause Title Company to remove or insure over any matters objected to in Buyer’s Objection Letter. If Sellers fail to deliver Sellers’ Response within the time frame set forth above, it shall be deemed to be an election by Sellers not to cause Title Company to so remove or insure over such objections. If Sellers elect not to cause Title Company to so remove or insure, then Buyer must elect, by delivering written notice of such election to Sellers and Escrow Agent on or before the earlier to occur of (a) the fifth (5th) Business Day following Buyer’s receipt of Sellers’ Response or (b) if no

Sellers' Response is received by Buyer, the fifth (5th) Business Day following the date on which Sellers shall have been deemed to have responded, as provided above, to: (i) terminate this Agreement (in which case Escrow Agent shall return the Deposit (minus the Independent Consideration) to Buyer, the parties shall equally share the cancellation charges of Escrow Agent and Title Company, if any, and no party shall thereafter have any rights or obligations to the other hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement); or (ii) proceed to a timely Closing, subject to the terms and conditions herein, whereupon such objected to exceptions or matters shall be deemed to be Permitted Exceptions. In the event that Buyer fails to make such election on a timely basis, then Buyer shall be deemed to have elected to terminate this Agreement in accordance with the preceding clause (i), subject to Sellers' right to revise Sellers' Response within two (2) Business Days after such election or deemed election by Buyer to agree to cure the matters in Buyer's Objection Letter giving rise to Buyer's termination right. Sellers shall convey title to the Property to Buyer, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions.

4.3 Existing ROFRs. As of the Execution Date, the Facilities set forth on Exhibit E attached hereto are subject to transfer consent rights, rights of first refusal and/or rights of first offer identified on such Exhibit E in favor of the ground lessors under the Leases that may be triggered by the transactions contemplated herein (each, an "Existing ROFR"), and collectively, the "Existing ROFRs"). Notwithstanding anything to the contrary contained herein, in the event that any such Existing ROFR is not waived (or, if applicable, either deemed waived or consented to in accordance with the applicable Lease granting such applicable Existing ROFR) by such applicable ground lessor prior to the Closing, the portion of the Property relating to such Facility encumbered by such Existing ROFR shall be removed automatically from this Agreement, the parties shall proceed to Closing without such portion of the Property and the Purchase Price shall be reduced by the amount allocable to such Facility as set forth on Exhibit C attached hereto. In the event Sylacauga Health Care Authority exercises its rights under the Existing ROFR with respect to Coosa Valley, Coosa shall reimburse Buyer for all Buyer's actual out-of-pocket expenses not to exceed Thirty Thousand Dollars (\$30,000.00) allocable to Coosa Valley, including, but not limited to, property inspections, third party reports, title and survey updates and any other necessary due diligence conducted in the course of the transactions contemplated herein, and attorney's fees relating thereto.

4.4 Property Contracts. During the Due Diligence Period, Sellers shall deliver to Buyer legible copies of all contracts or other third party agreements (including any amendments, modifications or underlying master agreements thereto) identified on Exhibit F-1 attached hereto (collectively, the "Service Contracts"). Except with respect to the Service Contracts identified on Exhibit F-2 attached hereto, which shall constitute Assumed Service Contracts (as defined below), Buyer shall not be required to assume any Service Contracts at Closing. On or prior to the expiration of the Due Diligence Period, Buyer shall notify Sellers of any Service Contracts it has elected to assume in its sole and absolute discretion. Such Service Contracts, if any, that Buyer elects in writing to assume are referred to herein as the "Assumed Service Contracts". Any failure by

Buyer to send notice pursuant to this Section 4.4 shall be deemed to mean that Buyer has elected not to assume any Service Contracts. On the Closing Date, the applicable Seller shall terminate, at such Seller's sole cost and expense, including with respect to any termination fee or other costs associated with such termination, any Service Contracts that Buyer does not elect (or is deemed not to have elected) to assume. Notwithstanding any language to the contrary contained herein, the applicable Seller shall terminate, at such Seller's sole cost and expense, including with respect to any termination fee or other costs associated with such termination, any and all leasing commission agreements, property management agreements, or asset management agreements affecting all or any portion of the Property, the Leases or the Space Leases to which any Seller is a party or otherwise bound effective on or before the Closing Date.

5. DESCRIPTION OF PERSONAL AND INTANGIBLE PROPERTY.

5.1 The Personal Property. As used herein, the term "Personal Property" shall mean: all of Sellers' right, title and interest in, to and under that certain tangible personal property, including but not limited to sculptures, paintings and other artwork, equipment, furniture, machinery, appliances, tools and supplies owned by Sellers and situated at the Land Parcels and used by Sellers exclusively in connection with the use, operation, leasing, maintenance or repair of all or any portion of the Land Parcels as of the Closing Date.

5.2 The Intangible Property. As used herein, the term "Intangible Property" shall mean all of Sellers' right, title and interest in, to and under that certain intangible property owned by Sellers and used by Sellers exclusively in connection with all or any portion of the Land Parcels and/or the Personal Property, including, without limitation, all of Sellers' rights, titles and interests, if any, in, to and under: (a) the Space Leases, the Leases, the Assumed Service Contracts, all books, records, reports, soil and substrata studies and all other studies, test results, environmental assessments, surveys, site plans, as-built plans, floor plans, landscaping plans and all other plans, specifications and drawings, and other similar documents and materials relating to the use, operation, maintenance, repair, construction or fabrication of all or any portion of the Land Parcels and/or the Personal Property; (b) all rights, if any, in and to the names of the Facilities; (c) all transferable business or operating licenses, use, occupancy, building, architectural, site, landscaping or other licenses or permits, applications, approvals, authorizations, development rights and other entitlements affecting any portion of the Land Parcels; and (d) all transferable guarantees, warranties and utility contracts relating to all or any portion of the Land Parcels.

6. CONDITIONS TO CLOSING.

6.1 Buyer's Closing Conditions. The obligation of Buyer to complete the transactions contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by the parties at the Closing) (the "Buyer's Closing Conditions"), which conditions may be waived, or the time for satisfaction thereof extended, by Buyer in its sole and absolute discretion

only in a writing executed by Buyer (provided, however, that Buyer's authorization to the Title Company to record the "Ground Lease Assignments" (as hereinafter defined) shall be deemed to be a waiver of any unsatisfied conditions regardless of whether Buyer executes a separate written instrument to that effect at the Closing):

6.1.1 Title. Title Company shall be unconditionally prepared and irrevocably committed to issue to Buyer (with an effective date not earlier than the date and time of recording), as to each Facility a standard coverage owner's policy of title insurance for the benefit of Buyer for Buyer's interest in the applicable Facility (a) showing Buyer's (i) leasehold interest in and to the applicable Land Parcel pursuant and subject to the terms, conditions, provisions and limitations of the applicable Lease and (ii) right, title and interest in and to the buildings situated on the applicable Land Parcel pursuant and subject to the terms, conditions, provisions and limitations of the applicable Lease, (b) with liability coverage in an amount equal to the portion of the Purchase Price allocated to such portion of the Property pursuant to the terms of Section 2 hereof, (c) with those endorsements reasonably requested by Buyer (provided that such endorsements are available in the State of Alabama and are paid for by Buyer in accordance with the terms hereof), and (d) containing no exceptions other than the applicable Permitted Exceptions (collectively, the "Owner's Title Policies"). The Owner's Title Policies shall also insure any beneficial easements serving the Land Parcels, as reasonably requested by Buyer.

6.1.2 Sellers' Due Performance. All of the representations and warranties of each Seller set forth in this Agreement shall be true, correct and complete in all material respects as of the Closing Date, and each Seller, on or prior to the Closing Date, shall have complied with and/or performed all of the material obligations, covenants and agreements required on the part of such Seller to be complied with or performed pursuant to the terms of this Agreement.

6.1.3 Bankruptcy. No action or proceeding shall have been commenced by or against any of the Sellers or ground lessors under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien or levy shall have attached to or been issued with respect to any Seller's or ground lessor's interest in the Property or any portion thereof.

6.1.4 Ground Lease Assignments. At the Closing, each Seller shall assign to Buyer (and Buyer shall assume each Seller's obligations with respect to arising on and after the Closing Date) all of such Seller's rights, titles and interests in, to and under the applicable Lease, pursuant to ground lease assignments in the form of Exhibit G attached hereto (collectively, the "Ground Lease Assignments").

6.1.5 Space Lease Assignments. At the Closing, each Seller shall assign all of such Seller's rights and remedies under the Space Leases (including, without limitation, such Seller's rights to any "Security Deposits" (as hereinafter defined) and prepaid rent) to Buyer, and Buyer shall assume the obligations of each Seller with respect

thereto arising on and after the Closing Date, pursuant to assignments of Space Leases in the form of Exhibit H attached hereto (collectively, the “Space Lease Assignments”).

6.1.6 Tenant Notices. At the Closing, each Seller shall deliver to Buyer letters in the form of Exhibit I attached hereto, duly executed by such Seller, dated as of the Closing Date and addressed to the applicable Tenants, informing such Tenants of the assignment of the applicable Space Leases to Buyer, together with an instruction to pay all amounts due or to become due under such Space Leases to Buyer (collectively, the “Tenant Notices”).

6.1.7 Bills of Sale. At the Closing, each Seller shall transfer to Buyer (and Buyer shall assume each Seller’s obligations, if any, accruing from and after the Closing with respect to) all of such Seller’s rights, titles and interests in and to the (i) Personal Property, and (ii) Intangible Property (other than the Space Leases and Leases) free and clear of all liens, pursuant to bills of sale in the form of Exhibit J attached hereto (collectively, the “Bills of Sale”).

6.1.8 Non-Foreign Affidavits. At the Closing, each Seller shall cause to be delivered to Buyer an executed non-foreign affidavit in the form of Exhibit K attached hereto (collectively, the “Non-Foreign Affidavits”).

6.1.9 Tenant Estoppels. At least two (2) Business Days prior to the Closing Date, Sellers shall have delivered to Buyer estoppel certificates executed by (i) Sylacauga Health Care Authority (aka Coosa Valley Medical Center), as the sole tenant at Coosa Valley (“Coosa Valley Tenant”), and (ii) Tenants (under Space Leases) of at least eighty percent (80%) of the occupied square footage of space in Cullman POB 1 and Cullman POB 2 in the aggregate (provided that such 80% must include estoppel certificates from the Tenants known as Cullman Regional Medical Center, Inc. and Cullman Internal Medicine), each dated no earlier than sixty (60) days prior to the Closing Date, substantially in the form required under the applicable Space Lease or if no such form is required, substantially in the form attached hereto as Exhibit L, (collectively, the “Tenant Estoppels”).

6.1.10 Lease Estoppels. At least two (2) Business Days prior to the Closing Date, Sellers shall have delivered to Buyer estoppel certificates executed by the ground lessors under the Leases dated no earlier than thirty (30) days (or sixty (60) days to the extent Buyer exercises its option to extend the Closing Date in Section 7.1) prior to the Closing Date, substantially in the form required under the applicable Lease or if no such form is required, substantially in the applicable forms attached hereto as Exhibits M-1 through M-3 (collectively, the “Lease Estoppels”).

6.1.11 Zoning. Sellers shall not have received any notice of any change in the zoning classification or the zoning ordinances or regulations affecting the Property from that existing as of the conclusion of the Due Diligence Period that causes the Property to be in violation of the then zoning ordinances or regulations or that materially, adversely affects Sellers’ current use of the Property.

6.2 Failure of Buyer's Closing Conditions. If any of Buyer's Closing Conditions have not been fulfilled within the applicable time periods, Buyer may, in its sole and absolute discretion:

6.2.1 waive the Buyer's Closing Condition by delivering written notice to Sellers and the Escrow Agent, and close Escrow in accordance with this Agreement, without adjustment or abatement of the Purchase Price; or

6.2.2 terminate this Agreement by written notice to Sellers and Escrow Agent, in which event Escrow Agent shall promptly return the Deposit (minus the Independent Consideration) to Buyer, all other documents, instruments and funds delivered into Escrow shall be returned to the party that delivered the same into Escrow, Sellers shall pay for all of the cancellation charges of Title Company and Escrow Agent, if any, and to the extent that the failure of any applicable Buyer's Closing Condition is caused by a Seller's default, Buyer shall be entitled to pursue its rights and remedies pursuant to the terms of Section 12.2 hereof.

6.3 Sellers' Closing Conditions. The obligations of Sellers to complete the transactions contemplated by this Agreement are subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by the parties at the Closing) (the "Sellers' Closing Conditions"), which conditions may be waived, or the time for satisfaction thereof extended, by Sellers only in a writing executed by Sellers:

6.3.1 Buyer's Due Performance. All of the representations and warranties of Buyer set forth in this Agreement shall be true, correct and complete in all material respects as of the Closing Date, and Buyer, on or prior to the Closing Date, shall have complied with and/or performed all of the material obligations, covenants and agreements required on the part of Buyer to be complied with or performed pursuant to the terms of this Agreement.

6.3.2 Bankruptcy. No action or proceeding shall have been commenced by or against Buyer under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors.

6.3.3 Deliveries. Buyer shall have delivered to Escrow Agent or Sellers, as the case may be, such documents or instruments as are required to be delivered by Buyer pursuant to the terms of this Agreement.

6.4 Failure of Sellers' Closing Conditions. If any of the Sellers' Closing Conditions have not been fulfilled within the applicable time periods, Sellers may, in their sole and absolute discretion:

6.4.1 waive the Sellers' Closing Condition by delivering written notice to Buyer and the Escrow Agent, and close Escrow in accordance with this Agreement, without adjustment or abatement of the Purchase Price; or

6.4.2 terminate this Agreement by written notice to Buyer and Escrow Agent, in which event (a) Escrow Agent shall deliver the Deposit to Sellers (which Sellers shall retain as liquidated damages, as their sole and exclusive remedy hereunder, in accordance with the terms of Section 12.1 hereof), (b) Escrow Agent shall return all other documents, instruments and funds delivered into Escrow to the party that delivered the same into Escrow and (c) Buyer shall pay for all of the cancellation charges of Title Company and Escrow Agent, if any.

7. CLOSING.

7.1 Closing Date. Subject to the provisions of this Agreement, the Closing shall take place on the latest to occur of (a) the thirtieth (30th) day after the Due Diligence Termination Date, (b) such date as each of Buyer's Closing Conditions and Seller's Closing Conditions have been satisfied in accordance with Sections 6.1 and 6.3 hereof, and (c) such other date as the parties hereto may agree; provided, however, that the Closing shall not occur later than December 15, 2016; and provided further, however, that Buyer may extend the Closing Date by up to thirty (30) days by delivering written notice to Sellers and Escrow Agent of such extension together with a non-refundable additional deposit into Escrow of the additional sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (which amount shall thereafter increase the amount of, and become part of, the Deposit for all purposes hereunder). In the event Closing does not occur by December 15, 2016 (or such later date as expressly permitted herein) and Buyer would otherwise be entitled to a return of the Deposit, the Deposit shall be returned to Buyer in accordance with the terms herein. As used herein, the following terms shall have the following meanings: (A) the "Closing" shall mean the recordation of the Ground Lease Assignments and the delivery and release of the other closing documents between Sellers and Buyer in accordance with the terms herein; and (B) the "Closing Date" shall mean the date upon which the Closing actually occurs.

7.2 Deliveries by Sellers. On or before the Closing Date, each Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following documents and instruments, each dated as of the Closing Date, in addition to all other items and payments required by this Agreement to be delivered by such Seller at the Closing:

7.2.1 Ground Lease Assignments. Two (2) original Ground Lease Assignments for each Land Parcel in recordable form and duly executed and acknowledged by each Seller, assigning to Buyer all of such Seller's right, title and interest in, to and under the applicable Leases;

7.2.2 Space Lease Assignments. Two (2) original executed Space Lease Assignments from each Seller, each assigning and conveying to Buyer all of such Seller's right, title and interest in, to and under the applicable Space Leases;

7.2.3 Tenant Notices. One (1) fully-executed copy of each required Tenant Notice to be delivered by Sellers to each Tenant promptly following closing;

7.2.4 Bills of Sale. Two (2) original executed Bills of Sale from each Seller, each conveying to Buyer all of such Seller's right, title and interest in, to and under the Personal Property and Intangible Property (other than Space Leases and Leases) in accordance with the terms therein;

7.2.5 Terminations. Copies of terminations dated as of a date on or before the Closing Date of all property management agreements, leasing commission agreements and other Service Contracts encumbering the Property that Buyer elected not to assume (or is deemed not to have assumed) pursuant to Section 4.4 hereof, if any;

7.2.6 Non-Foreign Affidavits. One (1) original executed Non-Foreign Affidavit with respect to each Seller;

7.2.7 Estoppels. One (1) executed original of each applicable Tenant Estoppel;

7.2.8 Lease Estoppels. One (1) executed original of each applicable Lease Estoppel;

7.2.9 Proof of Authority. Such proof of Sellers' authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Sellers to act for and bind Sellers as may be reasonably required by Title Company or Buyer;

7.2.10 Rent Roll. A rent roll for each Property certified by the applicable Seller as being true, complete and accurate in all material respects as of a date within three (3) Business Days prior to the Closing Date (the "Rent Rolls");

7.2.11 Affidavits. One (1) executed original of each applicable Affidavit from each Seller;

7.2.12 Alabama Specific-Forms. Each Seller shall deliver, as applicable, any and all forms or other documentation required by the Title Company at Closing (collectively, the "Alabama Forms"), including but not limited to all applicable Alabama Department of Revenue withholding forms, including any applicable affidavit of gains or certificates of exemption.

7.2.13 Closing Statements. For each Facility, the applicable "Closing Statement" (as hereinafter defined) duly executed by the applicable Seller reflecting the adjustments and proration required by this Agreement; and

7.2.14 Other. Such other documents and instruments, signed and properly acknowledged by Sellers, if appropriate, as may be reasonably required by Buyer, Title Company or Escrow Agent in order to effectuate the provisions of this Agreement and the Closing of the transactions contemplated herein; provided, however, no such

documents or instruments shall increase Buyer or Sellers' respective obligations or decrease their rights hereunder.

7.3 Deliveries by Buyer. On or before the Closing Date, Buyer, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following funds, documents and instruments, each dated as of the Closing Date, in addition to all other items and payments required by this Agreement to be delivered by Buyer at the Closing:

7.3.1 Purchase Price. Cash in an amount equal to the sum of the Purchase Price (less the Deposit and any prorations or credits required by this Agreement) and all of the Buyer's "Closing Costs" (as hereinafter defined) (and otherwise sufficient to close the transactions contemplated herein);

7.3.2 Ground Lease Assignments. Two (2) original executed counterparts to each Ground Lease Assignment;

7.3.3 Space Lease Assignments. Two (2) original executed counterparts to each Space Lease Assignment;

7.3.4 Bills of Sale. Two (2) original executed counterparts to each Bill of Sale;

7.3.5 Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Company or Sellers;

7.3.6 Closing Statements. For each Facility, the applicable Closing Statement duly executed by Buyer reflecting the adjustments and prorations required by this Agreement; and

7.3.7 Other. Such other documents and instruments, signed and properly acknowledged by Buyer, if appropriate, as may reasonably be required by Sellers, Title Company or Escrow Agent in order to effectuate the provisions of this Agreement and the Closing of the transactions contemplated herein; provided, however, no such documents or instruments shall increase Buyer or Sellers' respective obligations or decrease their rights hereunder.

7.4 Actions by Escrow Agent. Provided that Escrow Agent shall not have received written notice from Buyer or Sellers of the failure of any condition to the Closing or of the termination of the Escrow and this Agreement, when Buyer and Sellers have deposited into Escrow the documents and funds required by this Agreement and Title Company is irrevocably and unconditionally committed to issue the Owner's Title Policies, in accordance with the terms hereof, Escrow Agent shall, following Escrow Agent's receipt of written authorization to proceed from Buyer and Sellers, in the order

and manner herein below indicated, take the following actions, subject to the terms of each of Buyer and Sellers' closing instruction letters and written authorization to proceed:

7.4.1 Funds. Disburse all funds as follows:

7.4.1.1 pursuant to the "Closing Statements" (as hereinafter defined), retain for Escrow Agent's own account all escrow fees and costs, disburse to the local recording offices the recording fees for the Ground Lease Assignments, disburse to Title Company the fees and expenses incurred in connection with the issuance of the Owner's Title Policies and disburse to any other persons or entities entitled thereto the amount of any other Closing Costs, including payment of any monetary liens that are not permitted as Permitted Exceptions utilizing the proceeds of the Purchase Price to which Sellers shall be entitled upon Closing and funds (if any) deposited in Escrow by Sellers;

7.4.1.2 disburse to Sellers an amount equal to the Purchase Price, less or plus the net debit or credit to Sellers by reason of the disbursements and prorations of Closing Costs provided for herein and as more particularly described on the Closing Statements; and

7.4.1.3 disburse to the party who deposited the same any remaining funds in the possession of Escrow Agent after payments pursuant to Sections 7.4.1.1 and 7.4.1.2 above have been completed; and

7.4.2 Delivery of Documents. Deliver to each of Buyer and Sellers: (i) one original of all documents deposited into Escrow (except deliver only a copy of each Non-Foreign Affidavit, Tenant Estoppel, Lease Estoppel, Rent Roll and Affidavit to Sellers, and deliver only a copy of the Alabama Forms to each party); (ii) a copy of each recorded document, conformed to show the recording data thereon; and (iii) a fully-executed copy of the applicable party's Closing Statement to such party.

7.4.3 Owner's Title Policies. Cause Title Company to issue to Buyer the Owner's Title Policies.

7.5 Credits and Prorations.

7.5.1 Income and Expenses. With respect to each Facility, all income and expenses of the applicable Property shall be apportioned as of 12:01 a.m., on the Closing Date as if Buyer were vested with title to such Property during the entire day upon which Closing occurs, each on the basis of a 365 day year except as otherwise provided. Such prorated items include without limitation the following:

7.5.1.1 all rents and other sums due under the Space Leases (the "Rents"), if any, and all rents and other sums payable under the Leases and any easement agreements relating thereto (the "Lease Payments"); it being agreed that Seller shall be responsible for any penalties or fees resulting from delinquent Lease Payments that accrued prior to Closing;

7.5.1.2 taxes and assessments (including personal property taxes on the Personal Property) levied against such Property;

7.5.1.3 utility charges respecting such Property for which Sellers are liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing (dated not more than fifteen (15) days prior to Closing) or, if unmetered, on the basis of a current bill for each such utility; provided, however, that, at Buyer's option, Sellers shall use commercially reasonable efforts to cause utilities, including telephone, electricity, water, and gas, to be read on the Closing Date, in which case Buyer shall be responsible, at Buyer's sole cost, for all the necessary actions needed to arrange for utilities to be transferred to the name of Buyer on the Closing Date, including the posting of any required deposits and Sellers shall be entitled to recover and retain from the providers of such utilities any refunds or overpayments to the extent applicable to the period prior to the Closing Date and such utilities shall not be prorated, but shall be subject to the true up set forth in Section 7.5.4 below;

7.5.1.4 all operating cost reimbursements, percentage rents, additional rents and other retroactive rental escalations, sums or charges payable by Tenants under the Space Leases which accrue prior to the Closing but are not then due and payable (such amounts shall be for the account of Sellers for the period before the Closing and for the account of Buyer from and after the Closing); and

7.5.1.5 any other operating expenses or other items pertaining to such Property which are customarily prorated between a buyer and a seller in the county in which such Property is located.

7.5.2 Clarifications. Notwithstanding anything to the contrary contained in Section 7.5.1 hereof:

7.5.2.1 At Closing, (A) Sellers shall, at Buyer's option, either deliver to Buyer any security deposits in Sellers' possessions in connection with the Space Leases (the "Security Deposits") actually held by Sellers pursuant to the Space Leases or credit to the account of Buyer the amount of such Security Deposits (to the extent such Security Deposits have not been applied in accordance with the Space Leases against delinquent Rents or otherwise as provided in the Space Leases), and (B) Buyer shall credit to the account of Sellers all refundable cash or other deposits posted with utility companies serving the Property, or, at Buyer's option, Sellers shall be entitled to collect and retain such refundable cash and deposits from the utility companies;

7.5.2.2 Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments due and payable during the year of Closing or prior thereto have not been paid before Closing, Sellers shall be charged at Closing an amount equal to that portion of such taxes and assessments (together with any penalties or fees resulting therefrom) which relates to the period before Closing, and Buyer shall pay the taxes and assessments prior to their becoming

delinquent. Sellers shall also be responsible for any outstanding special assessments against the Property accruing prior to Closing. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves within sixty (60) days after such amounts are determined following Closing, subject to the provisions of Section 7.5.4 hereof. Buyer shall pay all supplemental taxes resulting from the transactions contemplated herein and reassessment occurring after the Closing Date attributable to the period from and after Closing;

7.5.2.3 Buyer will receive a credit at Closing for all rents collected by Sellers prior to the Closing Date and allocable to the period from and after the Closing Date based upon the actual number of days in the month. Unpaid and delinquent Rent collected by Sellers and Buyer after the date of Closing shall be delivered as follows: (a) if Sellers collects any unpaid or delinquent Rent for the Property, Sellers shall, within fifteen (15) days after the receipt thereof, deliver to Buyer any such Rent to which Buyer is entitled hereunder relating to the date of Closing and any period thereafter, and (b) if Buyer collects any unpaid or delinquent Rent from the Property that accrued prior to Closing, Buyer shall, within fifteen (15) days after the receipt thereof, deliver to Sellers any such Rent to which Sellers are entitled hereunder relating to the period prior to the date of Closing. Sellers and Buyer agree that all Rent received by Sellers or Buyer after the date of Closing shall be applied first to actual out-of-pocket costs of collection incurred by Sellers or Buyer, as applicable, with respect to such Tenant; second, to Rents due from such Tenant for the month in which such payment is received; third, to Rents and other Tenant charges attributable to any period after the Closing which are past due on the date of receipt, and; finally, to Rents and other Tenant charges delinquent as of Closing. Buyer shall use commercially reasonable efforts after Closing to collect all Rents in the usual course of Buyer's operation of the Property, but Buyer will not be obligated to institute any legal proceedings, including an action for unlawful detainer, or other collection procedures to collect delinquent Rents. Sellers may attempt to collect any delinquent Rents owed to Sellers; provided, however, that Sellers shall not institute any lawsuit to terminate any Space Leases or evict any Tenant;

7.5.2.4 To the extent applicable, payments due under any assessments imposed by private covenant shall be prorated as of the Closing Date; and

7.5.2.5 With respect to any year-end reconciliations of percentage rent, retroactive rental escalations and reimbursable expenses (including common area expense reimbursements and the like) under the Space Leases, Sellers and Buyer shall cooperate to complete such reconciliations as soon as possible after the Closing, with Sellers responsible for amounts owing to Tenants under the Space Leases and entitled to amounts payable by Tenants under the Space Leases (as the case may be), with respect to periods prior to the Closing, and with Buyer responsible for amounts owing to Tenants under the Space Leases and entitled to amounts payable by Tenants under the Space Leases (as the case may be), with respect to periods from and after the Closing. With

respect to any such amounts payable to Sellers, Buyer shall use commercially reasonable efforts after Closing to collect all amounts in the usual course of Buyer's operation of the Property, but Buyer will not be obligated to institute legal proceedings, including an action for unlawful detainer, or other collection procedures to collect such amounts. Sellers may attempt to collect any such amounts owed to Sellers and may institute any lawsuit or collection procedures, but may not evict any Tenant.

7.5.3 Tax Appeals. Sellers may prosecute an appeal of the real property tax assessment for any tax years to and including the tax year in which the Closing occurs, and may take related action which Sellers deems reasonably appropriate in connection therewith, subject to the terms and conditions of the Leases. Buyer shall reasonably cooperate with Sellers in connection with such appeal and collection of a refund of real property taxes paid. Sellers own and hold all rights, titles and interests in and to such appeal and refund relating to the period prior to the Closing, and all amounts payable in connection therewith shall be paid directly to Sellers by the applicable authorities. If such refund or any part thereof is received by Buyer, Buyer shall promptly pay to Sellers any amounts relating to the period prior to the Closing. Any refund received by Sellers shall be distributed as follows: first, to reimburse Sellers and Buyer for all costs incurred in connection with the appeal; second, with respect to refunds payable to Tenants pursuant to the Space Leases, to such Tenants in accordance with the terms of such Space Leases; and third, to Sellers to the extent such appeal covers the period prior to the Closing, and to Buyer to the extent such appeal covers the period as of the Closing and thereafter; provided, in each instance to the extent subject to the terms of the applicable Leases and Space Lease. If and to the extent any such appeal covers the period after the Closing, Buyer shall have the right to participate in such appeal.

7.5.4 True Up. Except as otherwise provided herein, any revenue or expense amount which cannot be ascertained with certainty as of Closing shall be prorated on the basis of the parties' reasonable estimates of such amount, and shall be the subject of a final proration sixty (60) days after Closing, or as soon thereafter as the precise amounts can be ascertained. Buyer shall promptly notify Sellers when it becomes aware that any such estimated amount has been ascertained. Once all revenue and expense amounts have been ascertained, Buyer shall prepare, and certify to its actual knowledge as correct, a final proration statement which shall be subject to Sellers' approval, not to be unreasonably withheld, conditioned or delayed. Upon Sellers' acceptance and approval of any final proration statement submitted by Buyer, such statement shall be conclusively deemed to be accurate and final. Subject to the time limitations set forth in this Section 7.5.4, Buyer and Sellers shall each indemnify, protect, defend and hold the other harmless from and against any claim in any way arising from the matters for which the other receives a credit or otherwise assumes responsibility pursuant to this Section 7.5.4.

7.5.5 Closing Statements. With respect to each Facility, five (5) Business Days prior to the Closing Date, Escrow Agent shall deliver to the applicable Seller and Buyer for their review and approval a preliminary closing statement (each, a "Preliminary Closing Statement") setting forth: (a) the proration amounts allocable to

each such party pursuant to this Section 7.5; and (b) the Closing Costs allocable to each such party pursuant to Section 7.6 hereof. Sellers shall prepare and deliver to Escrow Agent all such information necessary in order for Escrow Agent to prepare and deliver the Preliminary Closing Statement to Sellers and Buyer in accordance with the foregoing provision. To the extent Sellers do not timely deliver this information to Escrow Agent, Buyer shall have the right, but not the obligation, to extend the Closing Date by the number of days Sellers are delinquent in delivering such information to Escrow Agent. Based on each of the parties' comments, if any, regarding each Preliminary Closing Statement, Escrow Agent shall revise each Preliminary Closing Statement and deliver a final, signed version of the applicable closing statement to the applicable party, separately, at the Closing (each, a "Closing Statement" and collectively, the "Closing Statements").

7.5.6 Survival. The provisions of this Section 7.5 shall survive Closing.

7.6 Closing Costs. Each party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges and disbursements), except the following costs (the "Closing Costs"), which shall be allocated between the parties as follows:

7.6.1 all recording privilege taxes related to the transfer of the Property shall be paid by Buyer; provided, however, that the foregoing shall exclude any income or sales taxes of Sellers;

7.6.2 Escrow Agent's escrow fees and costs, which shall be paid one-half (1/2) by Sellers and one-half (1/2) by Buyer;

7.6.3 the cost of the Surveys, which shall be paid by Buyer;

7.6.4 the cost of the Owner's Title Policies, which shall be paid by Sellers (but the cost of any extended coverage and endorsements added thereto shall be paid by Buyer);

7.6.5 all recording fees, which shall be paid by Buyer; and

7.6.6 the cost of the Phase I environmental reports for each Facility and property condition reports for each Facility, which shall be paid by Buyer as applicable.

7.7 Deliveries Outside of Escrow. Sellers shall deliver possession of the Property, subject only to the Space Leases, Leases and the other Permitted Exceptions, to Buyer upon the Closing. Further, each Seller hereby covenants and agrees to deliver to Buyer, on or prior to the Closing, the following items:

7.7.1 Intangible Property. The Intangible Property owned by such Seller, including, without limitation, the original Property Documents owned by such Seller; and

7.7.2 Personal Property. The Personal Property owned by such Seller, including, without limitation, any and all keys, pass cards, remote controls, security codes and unlicensed computer software owned by such Seller, together with all documents in the possession of Sellers pertaining to each Tenant, including all applications, correspondence and credit reports.

8. SELLERS' REPRESENTATIONS AND WARRANTIES.

Each Seller severally represents and warrants to and agrees with Buyer, as of the Execution Date and as of the Closing Date, as follows:

8.1 Due Organization. Such Seller is a limited liability company duly organized and existing in good standing under the laws of the State of Delaware.

8.2 Sellers' Authority: Validity of Agreements. Subject to the applicable Existing ROFR, such Seller has full right, power and authority to enter into this Agreement and the transactions and obligations contemplated hereunder and to consummate the transactions contemplated hereby. The individual(s) executing this Agreement and the instruments referenced herein on behalf of such Seller have the legal power, right and actual authority to bind such Seller to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, delivered and performed by such Seller in connection with this Agreement shall be, duly authorized, executed and delivered by such Seller and shall be valid, binding and enforceable obligations of such Seller (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally) and do not, and as of the Closing Date will not, (i) conflict with or result in a breach of any of the terms or provisions of, constitute a default under, or otherwise violate any provisions of any indenture, contract, instrument, agreement, writ, injunction, decree or judicial order to which such Seller is a party or to which such Seller or the Property is subject, including, without limitation, the Leases, or (ii) result in the creation or imposition of any lien, charge or encumbrance upon such Seller's property pursuant to any such document (except for the applicable Existing ROFR, which shall have been consented to, waived in writing and/or deemed waived (as applicable) prior to Closing). To such "Seller's Knowledge" (as hereinafter defined), except as may be set forth in any of the Leases, the Title Documents and/or the Existing ROFRs, there are no outstanding rights of first refusal, rights of first offer, rights of reverter, or options to purchase relating to the Property or any interest therein.

8.3 Possession. To such Seller's Knowledge, no person other than such Seller, the ground lessor under the applicable Lease, each as described in the Recitals herein and Exhibit A attached hereto, and tenants under the Space Leases, each as listed on Exhibit N attached hereto, are in possession of the Property.

8.4 Leases. The schedule attached hereto as Exhibit A is a true, correct and complete list of each Lease applicable to such Seller. Such Leases have not been amended, modified, changed, altered, restated or assigned in any respect, either orally or

in writing, except as expressly described therein, and each constitutes the entire agreement between such Seller and the applicable ground lessor. A true, correct and complete copy of each Lease applicable to such Seller has been delivered or made available to Buyer. Such Leases are in full force and effect. There are no other agreements or understandings, written or oral, between such Seller and the applicable ground lessor governing the terms of such Lease, the applicable Property or the applicable Facility. To such Seller's Knowledge, neither such Seller nor any ground lessor under such Seller's Leases is in material default under such Leases.

8.5 Space Leases. The schedule attached hereto as Exhibit N is in all material respects a true, correct and complete list of all of the Space Leases currently in effect at such Seller's Facility. True, correct and complete copies of such Space Leases, plus any amendments, modifications or subleases thereto, have been delivered or made available to Buyer. Such Space Leases are in full force and effect. Except as otherwise delivered to Buyer, to such Seller's Knowledge, such Space Leases have not been modified, amended or, to such Seller's Knowledge, further subleased. To such Seller's Knowledge, neither such Seller nor any Tenant under such Seller's Space Leases is in material default under such Space Leases. Such Seller has not received any written notice of any claim of offset or other defense from any Tenant in respect of such Tenant's or such Seller's obligations under such Space Leases that have not been cured or resolved. To such Seller's Knowledge, there are no pending or incomplete tenant improvements of such Seller, as landlord, or unpaid tenant improvement costs by such Seller, as landlord, or leasing commissions payable by such Seller, as landlord, in each case, with respect to any such Space Leases.

8.6 Violations of Laws. To such Seller's Knowledge, such Seller has not received any notices (whether oral or written) of any violations of any laws, regulations, ordinances, orders or requirements of any governmental court, department, commission, board, bureau, instrumentality, authority, agency or officer having jurisdiction against or affecting the portion of the Property ground leased by such Seller, with respect to the Property or otherwise requiring the correction of any condition with respect to the Property, which have not previously been complied with, including, without limitation, with respect to all applicable environmental laws, regulations, ordinances, orders or requirements of any of the foregoing.

8.7 Litigation. Except as set forth on the schedule attached hereto as Exhibit O, such Seller has not received any notice, nor to such Seller's Knowledge, is such Seller aware of, any actual, pending or threatened: (a) actions, investigations, suits, proceedings, claims, litigation, arbitration, mediation or proceeding by an entity, individual or governmental agency affecting such Seller's portion of the Property that would in any way constitute a lien, claim or obligation of any kind against such Property or which would prevent or hinder the sale of such Property, or Buyer's, the applicable ground lessor's or any Tenant's use of such Property, or (b) judgments, orders, awards or decrees currently in effect against such Seller, with respect to its Leases, the applicable Space Leases or operation of its portion of the Property which have not been fully discharged prior to the Execution Date.

8.8 Zoning and Condemnation. To such Seller's Knowledge, there are no pending or threatened plan, request, application, study or proceedings to alter or restrict the zoning or other use restrictions applicable to its portion of the Property, or to condemn all or any portion of such Property by eminent domain, assessment or similar proceedings or otherwise.

8.9 Service Contracts. The schedule attached hereto as Exhibit F-1 is in all material respects a true, correct and complete list of all of the Service Contracts that will be in effect at its Facility as of Closing. To such Seller's Knowledge, such Seller has delivered or made available to Buyer true and complete copies of all such Service Contracts. To such Seller's Knowledge, there are no material defaults under the Assumed Service Contracts set forth on Exhibit F-2. To such Seller's Knowledge, neither such Seller nor any other party subject to any associations, declarations or easements affecting the Property is in material default under any such document.

8.10 FIRPTA. Such Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986 (the "Code").

8.11 OFAC. Such Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the "Executive Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (the "OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Executive Order and such other rules, regulations, legislation, or orders are collectively called the "Executive Orders"). Neither such Seller nor to such Seller's Knowledge any person or entity that controls the management and policies of such Seller or owns directly or indirectly more than fifty percent (50%) of such Seller, and to such Seller's Knowledge, no employee, officer or director of such Seller is (a) listed on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC pursuant to the Executive Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the "Lists"), (b) a person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (c) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

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

8.13 Employees. There are no on-site employees of such Seller at the Property,

and upon the Closing Date, Buyer shall have no obligation to employ or continue to employ any individual employed by such Seller or its affiliates in connection with the Property.

8.14 Property Documents. To such Seller's Knowledge, such Seller has complied with its covenants set forth in Section 4.1 herein.

8.15 Seller's Knowledge. As used herein, the term "Seller's Knowledge" shall mean the actual knowledge as of the date of this Agreement, without any investigation or inquiry of Glenn Preston, Thomas Klaritch and William May ("Seller's Knowledge Representatives"). Sellers represent that Seller's Knowledge Representatives are involved with Seller's ownership, operation and management of the Property and that the factual matters addressed in the representations set forth in this Section 8.15 fall within the scope of their responsibilities. None of Seller's Knowledge Representatives shall have any liability whatsoever to Buyer with respect to, or in connection with, the above representations and warranties of Sellers or otherwise under or in connection with this Agreement or the Property.

8.16 Survival. All of the representations and warranties of each Seller set forth in this Agreement shall be true upon the Execution Date, shall be deemed to be repeated at and as of the Closing Date (except as otherwise set forth in writing to Buyer) and shall not be deemed to be merged into or waived by the instruments of Closing and shall survive the delivery of the Ground Lease Assignments and the Closing for a period of (a) three (3) years for the representations, warranties and agreements set forth in Sections 8.1 and 8.2 hereof, and (b) twelve (12) months for all other representations, warranties and agreements set forth in this Section 8 (and any claim or cause of action must be asserted before the expiration of such three (3) year period or twelve (12) month period, as applicable).

9. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants to Sellers, as of the Execution Date and as of the Closing Date, as follows:

9.1 Due Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

9.2 Buyer's Authority: Validity of Agreements. Buyer has full right, power and authority to enter into this Agreement and the transactions and obligations contemplated hereunder and to consummate the transactions contemplated hereby, subject to the approval of Buyer's board of directors on or before the expiration of the Due Diligence Period. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms hereof and thereof. This Agreement is, and all instruments, documents and agreements to be executed, delivered and performed by Buyer in connection with this Agreement shall be, duly authorized, executed and delivered by

Buyer and shall be valid, binding and enforceable obligations of Buyer (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar applicable laws affecting the rights of creditors generally) and do not, and as of the Closing Date will not conflict with or result in a breach of any of the terms or provisions of, constitute a default under, or otherwise violate any provisions of any indenture, contract, instrument, agreement, writ, injunction, decree or judicial order to which Buyer is a party or to which Buyer or the Property is subject.

9.3 OFAC. Buyer is in compliance with the requirements of the Executive Order and other similar requirements contained in the rules and regulations of the OFAC and in any Executive Orders. Neither Buyer nor to Buyer's knowledge any person or entity that controls the management and policies of Buyer or owns directly or indirectly more than fifty percent (50%) of Buyer, and to Buyer's knowledge, no employee, officer or director of Buyer is (a) listed on the Lists, (b) a person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders, or (c) owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Executive Orders.

9.4 No Plan Assets. No asset used by Buyer in connection with the transactions contemplated hereunder constitutes plan assets of any "employee benefit plan" as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Title I of ERISA or any "plan" as defined in and subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"). The transactions contemplated hereunder are not in violation of any statutes applicable to Buyer that regulate investments of, and fiduciary obligations with respect to, governmental plans and that are similar to Section 406 of ERISA or Section 4975 of the Code.

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

9.6 Survival. All of the representations and warranties of Buyer set forth in this Agreement shall be true upon the Execution Date, shall be deemed to be repeated at and as of the Closing Date (except as otherwise set forth in writing to Sellers) and shall not be deemed to be merged into or waived by the instruments of Closing and shall survive the Closing for a period of (a) three (3) years for the representations, warranties and agreements set forth in Sections 9.1 and 9.2 hereof, and (b) twelve (12) months for all other representations, warranties and agreements set forth in this Section 9.

10. ADDITIONAL COVENANTS AND AGREEMENTS.

10.1 Sellers Covenants Prior to Closing.

10.1.1 Leasing Activities. Sellers shall not, from and after the Execution Date, enter into any lease, license or occupancy agreement affecting the Property or any modification or amendment thereto or any restatement or termination thereof, consent to any sublease under a lease, in each case, without the prior written consent of Buyer, which may be given or withheld (i) in Buyer's reasonable discretion on or prior to the Due Diligence Termination Date or (ii) in Buyer's sole and absolute discretion after the Due Diligence Termination Date. Sellers shall copy Buyer on any and all correspondence received from or sent to Tenants regarding the Space Leases.

10.1.2 Property Contracts. Sellers shall not, from and after the Execution Date, enter into any new service contracts or other agreements for the Property or modifications, renewals, restatements or terminations of any existing Service Contracts, without the written consent of Buyer, which consent may be given or withheld (i) in Buyer's reasonable discretion on or prior to the Due Diligence Termination Date or (ii) in Buyer's sole and absolute discretion after the Due Diligence Termination Date.

10.1.3 Conducting Business. At all times prior to Closing, Sellers shall continue to (i) conduct business with respect to the Property in the same manner in which said business has been heretofore conducted and (ii) insure the Property substantially as it is currently insured.

10.1.4 Encumbrances. Subject to the terms of Sections 4.3, 10.1.1 and 10.1.2 hereof, at all times prior to Closing, Sellers shall not sell, mortgage, pledge, encumber, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein without the prior written consent of Buyer, which may be given or withheld in Buyer's sole and absolute discretion; and Sellers shall not consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations presently applicable to all or any part of the Property.

10.1.5 Monthly Operating Statements. Sellers shall provide Buyer with a copy of the monthly operating statement for the ownership and leasing of the Property on or before the day which is ten (10) days after the end of each month, commencing with the month during which the Execution Date occurs and continuing for each full calendar month thereafter until the Closing Date.

10.1.6 Compliance with Laws and Regulations. At all times prior to Closing, Sellers shall not knowingly take any action that would result in a failure to comply in all material respects with all applicable statutes, rules, regulations and requirements of all federal, state and local commissions, boards, bureaus and agencies applicable to the Property, it being understood and agreed that prior to Closing, Sellers will have the right to contest any of the same.

10.1.7 Estoppels. Seller shall use commercially reasonable efforts to obtain the estoppels described in Sections 6.1.9 and 6.1.10 hereof.

10.1.8 Cooperation with S-X 3-14 Audit. Sellers acknowledge that it is Buyer's intention that the ultimate acquirer of the Property will be affiliated with a publicly registered company (" Registered Company "). Sellers acknowledge that they have been advised that if such acquirer is affiliated with a Registered Company, such Registered Company (and such acquirer) may be required to make certain filings with the Securities and Exchange Commission (the "SEC Filings ") that relate to the most recent pre-acquisition fiscal year and the current fiscal year through the date of acquisition for the Property. If Buyer reasonably determines that such SEC Filings and related S-X 3-14 audit are required, then if Buyer and Sellers mutually agree that Deloitte's fees are reasonable, Sellers shall engage Deloitte (or, if Buyer and Sellers feel that Deloitte's fees are not reasonable, Sellers shall engage such other auditor as is mutually agreed upon by the parties), to conduct such audit at Buyer's sole cost and expense.

10.2 As-Is. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (A) BUYER IS A SOPHISTICATED PURCHASER WHO IS FAMILIAR WITH THIS TYPE OF PROPERTY; (B) EXCEPT AS MAY BE EXPRESSLY REPRESENTED HEREIN, IN THE EXHIBITS ATTACHED HERETO AND IN THE GROUND LEASE ASSIGNMENTS, BILLS OF SALE, AND ANY OTHER DOCUMENTS TO BE EXECUTED AND DELIVERED BY SELLERS TO BUYER AT CLOSING AS PROVIDED HEREIN (COLLECTIVELY, THE "REPRESENTATION DOCUMENTS "), NEITHER SELLERS, NOR ANY OF THEIR MEMBERS, AGENTS, REPRESENTATIVES, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, OR EMPLOYEES HAVE MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY; AND (C) THE PROPERTY IS BEING TRANSFERRED TO BUYER IN ITS PRESENT "AS IS, WHERE IS ." CONDITION "WITH ALL FAULTS ." SUBJECT TO THE TERMS HEREOF, BUYER WILL BE AFFORDED THE OPPORTUNITY TO MAKE ANY AND ALL INSPECTIONS OF THE PROPERTY AND SUCH RELATED MATTERS AS BUYER MAY REASONABLY DESIRE AND, ACCORDINGLY, BUYER WILL RELY SOLELY ON ITS OWN DUE DILIGENCE AND INVESTIGATIONS IN PURCHASING THE PROPERTY.

10.3 Release. By accepting the Ground Lease Assignments and closing the transactions contemplated hereunder, Buyer, on behalf of itself and its successors and assigns, except as otherwise set forth in this Section 10.3, shall thereby release each Seller, any direct or indirect owner of any beneficial interest in Sellers, any officer, director, employee or agent of Sellers (collectively, the "Sellers Parties "), from, and waive any and all Claims against each of the Sellers Parties for, attributable to, or in connection with the Property, whether arising or accruing before, on or after the Closing and whether attributable to events or circumstances which arise or occur before, on or after the Closing, including, without limitation, the following: (a) any and all statements or opinions heretofore or hereafter made, or information furnished, by any Sellers Parties

to Buyer or any of its representatives; and (b) any and all Claims with respect to the structural, physical, or environmental condition of the Property, including, without limitation, all Claims relating to the release, presence, discovery or removal of any hazardous or regulated substance, chemical, waste or material that may be located in, at, about or under the Property, or connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., or any related claims or causes of action, including those arising under or related to any similar state, county or local laws, regulations or ordinances, if any, relating to environmental claims and/or protection of the environment (collectively, “Environmental Liabilities”); and (c) any implied or statutory warranties or guaranties of fitness, merchantability or any other statutory or implied warranty or guaranty of any kind or nature regarding or relating to any portion of the Property. Notwithstanding the foregoing, the foregoing release and waiver is not intended and shall not be construed as affecting or impairing any rights or remedies that Buyer may have against Sellers with respect to (i) a breach of any of Sellers’ representations and warranties expressly set forth in the Representation Documents, (ii) any of the obligations of Sellers under this Agreement that expressly survive the Closing, or (iii) any acts constituting fraud by Sellers.

10.4 Limitation on Seller’s Liability.

10.4.1 Maximum Aggregate Liability. Notwithstanding any provision to the contrary contained in this Agreement or the Representation Documents, the maximum aggregate liability of Sellers, and the maximum aggregate amount which may be awarded to and collected by Buyer, in connection with the transactions contemplated hereunder and the Property, under this Agreement and under all Representation Documents (including, without limitation, in connection with the breach of any of Sellers’ representation and warranties set forth herein for which a claim is timely made by Buyer) shall not exceed an amount equal to two and one-half percent (2.5%) of the Purchase Price as determined at Closing (the “Cap Amount”). Notwithstanding the foregoing, (a) this Section 10.4.1 shall not apply to Sellers’ liabilities pursuant to Section 13 hereof, and (b) Sellers shall have no liability under this Section 10.4.1 unless and until all liabilities in the aggregate under this Section 10.4.1 exceed Twenty Five Thousand Dollars (\$25,000.00).

10.4.2 Survival. The provisions of this Section 10.4 shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

10.5 Changes in Conditions. Notwithstanding anything to the contrary contained herein, if, prior to the Closing, any Seller or Buyer becomes aware that any representation or warranty made by such Seller and set forth in this Agreement which was true and correct on the Execution Date has become incorrect due to changes in conditions outside of the control of such Seller or the discovery by such Seller of

information of which such Seller was unaware on the Execution Date, the same shall not constitute a breach by such Seller of any of its representations or warranties set forth herein or be deemed to be a default by such Seller in its obligations under this Agreement, provided that such Seller shall promptly notify Buyer in writing. The representations and warranties set forth herein which are to be remade and reaffirmed by such Seller at the Closing shall be supplemented by such new information solely for purposes of any post-closing liability of Sellers, and shall not be deemed supplemental for purposes of Buyer's right to terminate the Agreement or otherwise enforce its remedies prior to Closing in accordance with the terms herein.

11. RISK OF LOSS.

11.1 Condemnation. If, prior to the Closing, all or any "Material Portion" (as hereinafter defined) of any of the Land Parcels or any of the Facilities is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), the applicable Seller that ground leases such Facility shall immediately notify Buyer of such fact. In the event prior to Closing all or any Material Portion of any of the Land Parcels or any of the Facilities is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Buyer shall have the option to terminate this Agreement upon written notice to such Seller given not later than thirty (30) days after Buyer's receipt of such notice from such Seller, and the Deposit (minus the Independent Consideration) shall be promptly refunded to Buyer and this Agreement shall no longer have any force or effect (other than any provisions hereof which expressly survive termination). If Buyer does not elect or has no right to terminate this Agreement hereunder, the applicable Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards and proceeds for the taking by condemnation, including, without limitation, any business interruption insurance proceeds, and Buyer shall be deemed to have accepted the Property subject to the taking of such Property without reduction in the Purchase Price. As used herein, the term "Material Portion" shall mean any portion having a value in excess of Three Hundred Fifty Thousand Dollars (\$350,000.00), in the aggregate, allocable to such Land Parcel, Land Parcels, Facility or Facilities.

11.2 Casualty. Prior to the Closing, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire or other casualty shall be borne and assumed by Sellers. If, prior to the Closing, any "Material Damage" (as hereinafter defined) occurs to any portion of any Facility or multiple Facilities as a result of any earthquake, hurricane, tornado, flood, landslide, fire or other casualty, the applicable Seller that ground leases such Facility shall immediately notify Buyer of such fact. In the event prior to Closing any Material Damage occurs to any portion of any Facility or multiple Facilities as a result of any earthquake, hurricane, tornado, flood, landslide, fire or other casualty, Buyer shall have the option to terminate this Agreement upon written notice to such Seller given not later than thirty (30) days after Buyer's receipt of such notice from such Seller, and this Agreement shall no longer have any force or effect (other than any provisions which

expressly survive termination). Buyer shall have no right to terminate this Agreement as a result of any damage or destruction of a portion of such Facility or Facilities that does not constitute Material Damage. If Buyer does not elect or has no right to terminate this Agreement hereunder, (a) the applicable Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all insurance proceeds payable (unless such insurance proceeds have been previously applied to the costs of restoration) with respect to such damage or destruction without recourse or credit to Sellers, including, without limitation, any business interruption insurance proceeds, plus a credit to Buyer for any deductible (or, if uninsured, a credit to Buyer for the uninsured loss) (which shall then be repaired or not at Buyer's option and cost) and the parties shall proceed to Closing pursuant to the terms hereof without modification of the terms of this Agreement, and (b) Buyer shall have the right to participate in any adjustment of any insurance claim. As used herein, the term "Material Damage" shall mean damage or destruction the cost of repair of which exceeds Three Hundred Fifty Thousand Dollars (\$350,000.00) in the aggregate, allocable to such Facility or Facilities.

12. REMEDIES.

12.1 Liquidated Damages. IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE AS A RESULT OF THE DEFAULT OF BUYER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, BUYER AND SELLERS AGREE THAT SELLERS' ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX. THE PARTIES THEREFORE AGREE THAT IN THE EVENT THAT THE ESCROW AND THIS TRANSACTION FAIL TO CLOSE AS A RESULT OF THE DEFAULT OF BUYER IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, SELLERS, AS SELLERS' SOLE AND EXCLUSIVE REMEDY, ARE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE DEPOSIT. IN THE EVENT THAT THE ESCROW FAILS TO CLOSE AS A RESULT OF BUYER'S DEFAULT, THEN (A) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF BUYER AND SELLERS HEREUNDER AND THE ESCROW CREATED HEREBY SHALL TERMINATE, (B) ESCROW AGENT SHALL, AND IS HEREBY AUTHORIZED AND INSTRUCTED TO, RETURN PROMPTLY TO BUYER AND SELLERS ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED THE SAME, (C) ESCROW AGENT SHALL DELIVER THE DEPOSIT TO SELLERS PURSUANT TO SELLERS' INSTRUCTIONS, AND THE SAME SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES, AND (D) ALL TITLE AND ESCROW CANCELLATION CHARGES, IF ANY, SHALL BE CHARGED TO BUYER; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT SELLERS' RIGHTS OR REMEDIES WITH RESPECT TO (1) THE OBLIGATIONS OF BUYER UNDER SECTIONS 4, 13 AND 14.16 HEREOF AND (2) THOSE RIGHTS AND OBLIGATIONS THAT, BY THEIR TERMS, SURVIVE THE TERMINATION OF THIS AGREEMENT.

SELLERS AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 12.1, AND BY THEIR

INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BUYER SHALL NOT BE IN DEFAULT WITH RESPECT TO ANY OF ITS OBLIGATIONS HEREUNDER NOR SHALL IT BE DEEMED TO HAVE FAILED TO SATISFY SELLERS' CLOSING CONDITIONS UNLESS AND UNTIL (Y) BUYER RECEIVES WRITTEN NOTICE FROM ANY SELLER SPECIFYING SUCH DEFAULT AND (Z) BUYER FAILS TO CURE SUCH DEFAULT WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE; PROVIDED, HOWEVER, THAT THIS NOTICE AND CURE PERIOD SHALL NOT APPLY, AND BUYER SHALL BE IN IMMEDIATE DEFAULT UNDER THIS AGREEMENT AND SHALL BE DEEMED TO HAVE FAILED TO SATISFY SELLERS' CLOSING CONDITIONS, IF BUYER FAILS TO DELIVER OR CAUSE TO BE DELIVERED INTO ESCROW CASH IN AN AMOUNT EQUAL TO THE SUM OF THE PURCHASE PRICE (LESS THE DEPOSIT AND ANY PRORATIONS OR CREDITS REQUIRED BY THIS AGREEMENT) AND ALL OF BUYER'S CLOSING COSTS ON OR BEFORE THE CLOSING DATE IN ACCORDANCE WITH THE TERMS OF SECTION 7.3.1 OF THIS AGREEMENT.

/s/ TK
Sellers'
Initials

/s/ DP
Buyer's
Initials

12.2 Default by Sellers . In the event that the Closing fails to occur as a result of the default by any Seller in the performance of its obligations under this Agreement, then, upon notice by Buyer to Sellers and Escrow Agent to that effect, (a) Escrow Agent shall return the Deposit (minus the Independent Consideration) to Buyer, and (b) Buyer shall, as its sole remedy, elect to either (i) terminate this Agreement, in which event Sellers shall reimburse Buyer for its reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) incurred in connection with the negotiation of this Agreement and Buyer's due diligence efforts (provided that the amount of such reimbursement shall not exceed One Hundred and Fifty Dollars (\$150,000.00)) or (ii) seek the specific performance of this Agreement; provided, however that in the event specific performance is not available to Buyer as a result of Sellers' sale of the Property to another party or parties, Buyer shall be entitled to recover its actual, out-of-pocket expenses incurred in connection with the negotiation of this Agreement and Buyer's due diligence efforts (without being limited by the cap amount set forth in clause (i) above). Notwithstanding anything to the contrary contained herein, Sellers shall not be in default with respect to any of their obligations hereunder unless and until (y) Sellers receive written notice from Buyer specifying such default and (z) Sellers fail to cure such default within five (5) Business Days after receipt of such notice.

13. BROKERS.

Buyer and each Seller each hereby represent, warrant to and agree with each other that it has not had, and shall not have, any dealings with any third party to whom the payment of any broker's fee, finder's fee, commission or other similar compensation (" Commission ") shall or may become due or payable in connection with the transactions contemplated hereby, other than Brookfield Financial (the " Broker "). Each Seller hereby agrees to pay any Commission due and payable to the Broker in connection with the transactions contemplated hereby pursuant to its separate agreement with the Broker. Each Seller shall indemnify, defend, protect and hold Buyer harmless from and against any and all Claims incurred by Buyer by reason of any breach or inaccuracy of the representation, warranty and agreement of such Seller contained in this Section 13. Buyer shall indemnify, defend, protect and hold each Seller harmless from and against any and all Claims incurred by such Seller by reason of any breach or inaccuracy of the representation, warranty and agreement of Buyer contained in this Section 13. The provisions of this Section 13 shall survive the Closing or earlier termination of this Agreement.

14. MISCELLANEOUS PROVISIONS.

14.1 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without regard to its principles of conflicts of law.

14.2 Entire Agreement. This Agreement, including the exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between Buyer and Sellers pertaining to the subject matter hereof and supersedes all prior discussions, agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth in the Representation Documents.

14.3 Modification; Waiver. No supplement, modification, waiver or termination of or under this Agreement or any obligation hereunder shall be binding unless executed in writing by the party against whom enforcement is sought. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Except as otherwise specifically set forth in this Agreement, the excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Sellers or Buyer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

14.4 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, “Notices”) shall be in writing and may be given personally, by registered or certified mail, by email or by Federal Express (or other reputable overnight delivery service) as follows:

To Buyer: GAHC4 Iron MOB Portfolio, LLC
18191 Von Karman Avenue, Suite 300
Irvine, CA 92612
Attention: Danny Prosky
Telephone: (949) 270-9201
Email: DProsky@ahinvestors.com

With A Copy To: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
211 Commerce Street, Suite 800
Baker Donelson Center
Nashville, Tennessee 37201
Attention: Elizabeth C. Sauer
Telephone: (615) 726-5745
Email: esauer@bakerdonelson.com

To Sellers: c/o HCP, Inc.
1920 Main Street, Suite 1200
Irvine, California 92614
Attention: Legal Department
Telephone: (949) 407-0700
Email: legaldept@hcpi.com

And To: c/o HCP, Inc.
3000 Meridian Blvd., Suite 200
Franklin, Tennessee 37067
Attention: Thomas Klaritch
Telephone: (615) 324-6933
Email: tklaritch@hcpi.com

And To: c/o SSGA Funds Management, Inc.
1600 Summer Street
Stamford, Connecticut 06905
Attention: Leanne R. Dunn, Esq.
Telephone: (203) 326-2340
Email: Leanne.Dunn@ge.com

And To: c/o SSGA Funds Management, Inc.
2600 Michelson Drive, 17th Floor
Irvine, California 92612
Attention: Roland Siegl

Telephone: (949) 477-1528
Email: Roland.Siegl@ge.com

With A Copy To: Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue, Suite 3400
Los Angeles, California 90071
Attention: Meryl K. Chae, Esq.
Telephone: (213) 687-5035
Email: meryl.chae@skadden.com

And To: Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, California 90067
Attention: Mitchell Poole, Esq.
Telephone: (310) 595-9508
Email: mitchell.poole@sidley.com

To Escrow Agent: Chicago Title Insurance Company
711 Third Avenue, Suite 500
New York, New York 10017
Attention: Neal J. Miranda
Telephone: (212) 880-1237
Email: neal.miranda@ctt.com

or to such other address or such other person as the addressee party shall have last designated by notice to the other party. Notices delivered personally shall be deemed delivered upon delivery or refusal of same. Notices delivered by registered or certified mail shall be deemed delivered as of the date received. Notices delivered by email shall be deemed delivered immediately following email transmission; provided, however, all Notices given by email shall be followed by the delivery of a hard copy of such Notice. Notices delivered by overnight carrier shall be deemed delivered the Business Day following deposit.

14.5 Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of Section 7.6 hereof and any other provision of this Agreement, whether or not the transactions contemplated by this Agreement shall be consummated, all fees and expenses incurred by any party hereto in connection with this Agreement shall be borne by such party.

14.6 Assignment. Neither all nor any portion of any party's interest under this Agreement may be sold, assigned, encumbered, conveyed, or otherwise transferred, whether directly or indirectly, voluntarily or involuntarily, or by operation of law or otherwise (including, without limitation, by a transfer of interests in such party) (collectively, a "Transfer"), without the prior written consent of the other parties hereto, which consent may be granted or denied in its sole and absolute discretion. Any attempted Transfer without such consent shall be null and void. No Transfer, whether

with or without consent, shall operate to release the party requesting a Transfer or alter such party's primary liability to perform its obligations under this Agreement. Notwithstanding the foregoing, Buyer shall have the right, power and authority to assign all or any portion of this Agreement or its rights hereunder or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily or by operation of law, without Sellers' consent, to any affiliate of Buyer; provided, however that no such assignment or delegation shall relieve Buyer of its obligations or liabilities under this Agreement.

14.7 Severability. Any provision or part of this Agreement which is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

14.8 Successors and Assigns; Third Parties. Subject to and without waiver of the provisions of Section 14.6 hereof, all of the rights, duties, benefits, liabilities and obligations of the parties under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

14.9 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Originals transmitted by facsimile or electronic mail shall be considered original in all respects.

14.10 Headings; Word Meaning. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to control, affect, modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Words such as "herein," "hereinafter," "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

14.11 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

14.12 Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Sellers and Buyer, Sellers and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts,

instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

14.13 Number and Gender. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders.

14.14 Construction. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

14.15 Exhibits. All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

14.16 Attorneys' Fees. In the event that any party hereto brings an action or proceeding (including, but not limited to judicial or administrative proceedings or actions) against any other party to enforce or interpret any of the covenants, conditions, agreements or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees, charges, disbursements and the fees and costs of expert witnesses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

14.17 Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Alabama or the State of California. In the event that the date or time for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday, the date for performance thereof shall be extended to the next Business Day.

14.18 Early Termination. In the event that this Agreement is terminated pursuant to the terms hereof, this Agreement and all of the provisions hereof shall be of no further force or effect and no party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement.

14.19 Waiver of Known Defaults. Notwithstanding anything to the contrary contained herein, in the event that any party hereto has actual knowledge of the default of any other party (a "Known Default"), but nonetheless elects to consummate the transactions contemplated hereby and proceeds to Closing, then the rights and remedies of such non-defaulting party shall be waived with respect to any such Known Default upon the Closing and the defaulting party shall have no liability with respect thereto.

14.20 Confidentiality. Prior to the Closing, Buyer shall hold in strict confidence the pendency of the transactions contemplated herein, the parties to the transactions contemplated herein and all information received from Sellers concerning this transaction

and shall not release any such information to third parties (other than attorneys, accountants or other professional consultants, or lenders of Buyer) without the prior written consent of Sellers unless otherwise required by law or by the applicable securities exchange. Following Closing, Buyer must submit any and all releases of information to the public relating to the sale of the Property to Buyer, for Sellers' prior written approval not to be unreasonably withheld. Sellers' failure to respond within five (5) Business Days after receiving a draft of such press release or similar disclosure from Buyer shall be deemed an approval of such press release or similar disclosure. Buyer will consult with Sellers prior to responding to any inquiries made by any third party respecting the transactions contemplated by this Agreement. Sellers hereby agree that, notwithstanding the foregoing, to the extent it is necessary for Buyer to disclose certain information to proposed lenders, potential investors, or Buyer's attorneys, engineers and accountants, Buyer may disclose the information to such lenders, investors, or Buyer's employees, agents, representatives, attorneys, engineers, accountants and other parties actively involved in the transaction, to the extent reasonably necessary for such lender, investors, or Buyer's employees, agents, representatives, attorneys, engineers, accountants and other parties actively involved in the transaction, to properly analyze and evaluate the proposed transaction, loan or investment. To the extent copies of any information are required to be provided to lenders, investors, or Buyer's attorneys, engineers and accountants, Buyer shall be permitted to deliver the same to such persons to the extent reasonably necessary to evaluate the proposed transaction, provided, however, upon the delivery of such information, Buyer will advise such lenders, investors, or Buyer's attorneys, engineers and accountants, of the confidential nature of such information.

14.21 Bulk Sales. Buyer acknowledges that, notwithstanding anything in this Agreement to the contrary, Sellers will not comply with the provision of the bulk sales laws of any jurisdiction in connection with the transactions contemplated by this Agreement, if any. Buyer hereby waives compliance by Sellers with the provisions of the bulk sales laws of all applicable jurisdictions, if any.

14.22 IRS Real Estate Sales Reporting. Buyer and Sellers agree that Escrow Agent shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, including without limitation, IRS Form 1099-S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

14.23 Sellers' Liquidity Covenant. In order to support Sellers' post-Closing obligations under this Agreement, Sellers shall maintain a liquid net worth of at least the Cap Amount in "Unencumbered Assets" (as hereinafter defined) for a period of twelve (12) months following the Closing. As used herein, the term "Unencumbered Assets," shall mean cash in a bank account held or controlled by Sellers on which there is no security interest, pledge, charge or other encumbrance or type of preferential arrangement. Upon Buyer's written request from time to time, Sellers shall deliver to Buyer a copy of Sellers' bank statement or other reasonable evidence of Sellers' compliance with the terms of this Section 14.23.

14.24 Section 1031 Exchange. Either party may consummate the purchase or sale of the Property as part of a so-called like kind exchange (an “Exchange”) pursuant to Section 1031 of the Code, provided that: (i) the Closing shall not be delayed or affected by reason of an Exchange nor shall the consummation or accomplishment of any Exchange be a condition precedent or condition subsequent to a party’s obligations under this Agreement; (ii) any party desiring an Exchange shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary and the other party shall not be required to take an assignment of the purchase agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating such Exchange; and (iii) the party desiring an Exchange shall pay any additional costs that would not otherwise have been incurred by Buyer or Sellers had such party not consummated its purchase or sale through an Exchange. Neither party shall by this Agreement or acquiescence to an Exchange desired by the other party (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to the other party that such party’s Exchange in fact complies with Section 1031 of the Code. In connection with such cooperation, Sellers agree, upon request of Buyer to “direct deed” for actual interests in the property to designees of Buyer.

14.25 Buyer’s Disclosures. Sellers acknowledge that it is Buyer’s intention that the ultimate acquirer be a subsidiary of a corporation that is or intends to qualify as a real estate investment trust and that, as such, it is subject to certain filing and reporting requirements in accordance with federal laws and regulations, including but not limited to, regulations promulgated by the Securities and Exchange Commission. Accordingly, and notwithstanding any provision of this Agreement or the provisions of any other existing agreement between the parties hereto to the contrary, Buyer may publically file, disclose, report or publish any and all information related to this transaction that may be required by federal law or regulation.

14.26 Survival of Provisions After Closing. Any provisions of this Agreement that require observance or performance after the Closing Date shall continue in force and effect following the Closing Date.

14.27 Exclusivity. From and after the Execution Date, Sellers and their respective agents, representatives and employees shall immediately cease all marketing of the Property (and Sellers shall not directly or indirectly make, accept, negotiate, entertain or otherwise pursue any offers for the sale of the Property) until such time as this Agreement is terminated.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:

**GAHC4 IRON MOB PORTFOLIO,
LLC** , a Delaware limited liability company

By: **Griffin-American Healthcare REIT
IV Holdings, LP** , a Delaware limited
partnership, Its Sole Member,

By: **Griffin-American Healthcare
REIT IV, Inc.** , a Maryland
corporation, Its General partner,

By: /s/ Danny Prosky
Name: Danny Prosky
Title: President and Chief
Operating Officer

SELLERS:

CULLMAN POB PARTNERS, LLC ,
a Delaware limited liability company

By: /s/ Thomas M. Klaritch
Name: Thomas M. Klaritch
Title: Executive Vice President

CULLMAN POB II, LLC ,
a Delaware limited liability company

By: /s/ Thomas M. Klaritch
Name: Thomas M. Klaritch
Title: Executive Vice President

HCP COOSA MOB, LLC ,
a Delaware limited liability company

By: /s/ Thomas M. Klaritch
Name: Thomas M. Klaritch
Title: Executive Vice President

ESCROW AGENT:

The undersigned Escrow Agent hereby accepts the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Agent under this Agreement in strict accordance with its terms.

CHICAGO TITLE INSURANCE COMPANY

By: /s/ Neal J. Miranda

Name: Neal J. Miranda

Title: VP & Senior Counsel

Re: HCP-SSGA to AHI #16002033 (3 sites in AL)

Purchase and Sale Agreement

and

Escrow Instructions,

dated August 11, 2016,

by and among

**CULLMAN POB III LLC,
an Alabama limited liability company,
as Seller,**

**GAHC4 CULLMAN AL MOB III, LLC,
a Delaware limited liability company,
as Buyer,**

&

**CHICAGO TITLE INSURANCE COMPANY,
as Escrow Agent.**

Table of Contents

		<u>Page</u>
ARTICLE 1	SALE OF PROPERTY	1
ARTICLE 2	TITLE AND SURVEY	4
ARTICLE 3	INSPECTIONS AND DUE DILIGENCE PERIOD	6
ARTICLE 4	REPRESENTATIONS, WARRANTIES AND COVENANTS	10
ARTICLE 5	CLOSING	20
ARTICLE 6	TERMINATION AND DEFAULT	35
ARTICLE 7	CASUALTY DAMAGE OR CONDEMNATION	38
ARTICLE 8	REAL ESTATE COMMISSION	39
ARTICLE 9	MISCELLANEOUS	40

List of Exhibits and Schedules

Exhibit A	Legal Description
Exhibit B	Representation Letter
Exhibit C	Audit Inquiry Letter
Exhibit D	Audit Response Letter Form
Exhibit E	Post-Closing Escrow Agreement
Schedule 1.3.1	Escrow Agent's Wire Instructions
Schedule 3.3	Property Information
Schedule 4.1.11	Tenant Leases and Subleases
Schedule 4.1.11(a)	Tenant Lease Defaults
Schedule 4.1.13	Contracts
Schedule 4.1.15	List of Existing Violations
Schedule 5.4.1(a)	Form of Tenant Estoppel
Schedule 5.4.5	Form of ROFR Notice
Schedule 5.4.6	Form of Ground Lessor Estoppel Certificate
Schedule 5.6.1	Form of Deed
Schedule 5.6.2	Form of Assignment of Ground Lease
Schedule 5.6.3	Form of Bill of Sale and Assignment
Schedule 5.6.4	Form of Assignment of Leases

Index of Defined Terms

Accounting Records	19	Inspections	6
Affidavit	6	Intangible Property	3
Agreement	1	Intrusive Inspections	7
Applicable Legal Bodies	13	Land	1
Assignment of Ground Lease	26	Lease Action	17
Assignment of Leases	27	Notice of Objection	22
Assumed Contracts	8	OFAC	10
Audited Year	19	Opening of Escrow	20
Bill of Sale and Assignment	26	Permits	2
Board	46	Personal Property	2
Board Approval Condition	46	Post-Closing Escrow Agreement	35
Broker	40	Pre-Closing Default	36
Business Day	43	Pre-Closing Defaults	36
Buyer	1	Preliminary Report	4
Buyer's Knowledge	15	Proceeding	3
Buyer's Reports	7	Property	1
CAM Charge(s)	30	Property Information	8
CAM Lease Year	31	Purchase Price	3
CERCLA	12	RCRA	12
Claims	16	Real Property	2
Closing	4	Registered Company	19
Closing Date	4	Representation Documents	15
Closing Statement	34	Required Title Condition	5
Code	10	ROFR	4
Contracts	3	ROFR Notice	23
control	40	SEC Filings	19
Control	40	Seller	1
Current Billing Period	32	Seller Monetary Encumbrances	5
DDP Waiver Notice	9	Seller's Knowledge	13
Deed	26	Seller's Liability Cap	38
Deposit	3	Stub Period	19
Due Diligence Period	8	Subleases	2
Effective Date	1	Subtenants	2
Escrow	20	Survey	5
Escrow Agent	1	Survival Period	15
Exception Documents	4	Tenant	2
Existing Lender	18	Tenant Estoppel	22
Existing Loan	18	Tenant Estoppel Condition	23
Ground Lease	1	Tenant Leases	2
Ground Lessor	1	Tenant Notice	35
Ground Lessor Estoppel Certificate	24	Tenants	2
Hazardous Materials	12	Termination Notice	9
Holdback	35	Title Company	4
Improvements	2	Title Policies	23
Indemnified Claim	45	Title Review Period	5
Indemnitee	45	UCC Searches	4
Indemnitor	45	Violations	9
Initial Closing Date	4	Warranties	2

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Agreement**”) is entered into as of this 11th day of August, 2016 (the “**Effective Date**”), by and among CULLMAN POB III LLC, an Alabama limited liability company, as seller (“**Seller**”), GAHC4 CULLMAN AL MOB III, LLC, a Delaware limited liability company, as buyer (“**Buyer**”), and CHICAGO TITLE INSURANCE COMPANY, as escrow agent (in such capacity, “**Escrow Agent**”).

RECITALS

I. Seller is the holder of a leasehold interest as ground lessee in that certain land situated in the County of Cullman, State of Alabama (the “**Land**”), which Land is more particularly described on **Exhibit A** annexed hereto, and Seller holds certain right, title and interest in, to and under certain other assets as hereinafter described.

II. One (1) medical office building commonly referred to as the “Cullman Professional Office Building III Center” is located on the Land.

III. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property (as defined below) on the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE 1
SALE OF PROPERTY**

1.1 **Property To Be Sold.** Subject to the terms and provisions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions of this Agreement the following (the “**Property**”):

1.1.1 Seller’s leasehold interest in and to the Land, pursuant to that certain Ground Lease, dated July 29, 2008, as amended by that certain First Amendment to Ground Lease, dated June 28, 2010 (collectively, the “**Ground Lease**”), by and between Cullman Regional Medical Center, Inc., an Alabama not-for-profit corporation, as ground lessor (the “**Ground Lessor**”) and Seller, as ground lessee, together with, but subject to the Ground Lease, all of Seller’s privileges, rights, easements and appurtenances benefiting such Land including, without limitation, all right, title and interest (if any) of Seller in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with the Land and all right, title and interest (if any) of Seller in all mineral and development rights appurtenant to such Land.

1.1.2 Subject to the Ground Lease, all of Seller's right, title and interest in, to and under all buildings, structures and other improvements including, without limitation, the medical office building(s), and all fixtures, systems and facilities located on the Land (further subject to the rights of the applicable Tenants under the applicable Tenant Leases and any applicable Subtenants (as such capitalized terms are defined below)) (collectively, the "**Improvements**"; together with the Land, from time to time, the "**Real Property**").

1.1.3 All of Seller's right, title and interest in and to (a) all leases entered into by Seller, including all amendments thereto, with persons or entities (each a "**Tenant**", and collectively, the "**Tenants**") leasing any portion of the Real Property or hereafter entered into in accordance with the terms hereof prior to Closing, other than those leases that expire prior to the Closing Date in accordance with their terms or are terminated by Seller prior to the Closing Date in accordance with the terms of this Agreement, and (b) any other leases, subleases or other agreements, including any and all extensions, amendments and modifications thereto, granting a possessory interest in and to any space in the Improvements or the Land, or that otherwise grant rights with regard to use of the Improvements or the Land (collectively, the "**Tenant Leases**"), together with all security deposits, other deposits held in connection with such Tenant Leases, and all of Seller's right, title and interest in and to all guarantees, letters of credit and other similar credit enhancements providing additional security for such Tenant Leases, and (b) any sub-leases, including all amendments thereto, with persons or entities sub-leasing all or a portion of the Real Property as subtenants (collectively, the "**Subtenants**") of the applicable Tenants pursuant to subleases (collectively, the "**Subleases**"), together with all security deposits, other deposits held in connection with such Subleases, and all of Seller's right title and interest in and to all guarantees, letters of credit and other similar credit enhancements providing additional security for such Subleases (it being agreed that for purposes of this Agreement, the Ground Lease shall not be deemed a Tenant Lease).

1.1.4 All of Seller's right, title and interest in and to (a) any and all tangible personal property owned by Seller located on and used exclusively in connection with the Real Property including, without limitation, sculptures, paintings and other artwork, equipment, furniture, tools and supplies; and (b) any and all plans and specifications; and architectural and engineering drawings (collectively, the "**Personal Property**").

1.1.5 All of Seller's rights in and to any and all warranties and guaranties relating to the Improvements (collectively, the "**Warranties**").

1.1.6 All of Seller's rights in and to all use, occupancy, building and operating licenses, permits, approvals, entitlements and development rights relating to the Real Property (collectively, the "**Permits**").

1.1.7 All service contracts, any construction contracts, and similar type property-related agreements entered into by Seller (or to which Seller is otherwise a party) as of the Effective Date or entered into by Seller after the Effective Date and prior to the Closing Date in accordance with this Agreement (collectively, the "**Contracts**"), to the extent Buyer is to assume the same pursuant to Section 3.4 and to the extent the same are not required to be terminated pursuant to Sections 3.4 and/or 4.5.2 (the foregoing to expressly exclude the Tenant Leases).

1.1.8 All of Seller's rights in and to (i) all trade names, trademarks, service marks, building and property names, domain names and building signs used in connection with the Real Property; and (ii) all other intangible property (other than cash, cash equivalents, rights under any loan to or from Seller, stock, and rights in and/or to any insurance policies for which Seller is the insured party) related to the Real Property (collectively, the "**Intangible Property**"). Seller hereby informs Buyer that, to Seller's Knowledge, Seller does not own any interest in the trade name "Cullman Professional Office Building III Center," but, to the extent Seller does own any interest in the trade name "Cullman Professional Office Building III Center," or it is otherwise determined that Seller owns an interest in the trade name "Cullman Professional Office Building III Center," then Seller, as of Closing, disclaims any right to the use of such trade name and, pursuant to the Bill of Sale and Assignment, assigns any such rights to Buyer.

1.2 **Purchase Price**. The purchase price for the Property (the "**Purchase Price**") shall be Sixteen Million Six Hundred Fifty Thousand and 00/100 Dollars (\$16,650,000.00). The Purchase Price shall be paid to Seller by Buyer on the Closing Date (as defined below), plus or minus all adjustments or credits as set forth herein, by wire transfer of immediately available federal funds.

1.3 **Deposit And Escrow**.

1.3.1 Within three (3) Business Days after execution of this Agreement by both Buyer and Seller, Buyer shall deliver to Escrow Agent, whose contact information is 2828 Routh Street, Suite 800, Dallas, Texas 75201, (214) 965-1719, Attn: Shannon Bright, by wire transfer in accordance with the instructions set forth on **Schedule 1.3.1** hereto a deposit in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "**Deposit**"). In addition, as independent consideration for the rights and benefits granted to Buyer, One Hundred and 00/100 Dollars (\$100.00) of the Deposit is independent consideration hereunder and is non-refundable, and is immediately released by Escrow Agent to Seller and immediately becomes the property of Seller upon execution and delivery of this Agreement by Buyer (and thus all references to a return of the Deposit to Buyer shall mean the \$500,000.00 less the \$100 non-refundable portion.) The Deposit shall be held in an insured, interest-bearing escrow account at a bank reasonably acceptable to both Seller and Buyer with interest accruing for the benefit of the party entitled to the Deposit (and at Closing (as defined below) or such other date upon which the Deposit is released pursuant to the terms hereof, the interest will be paid to the party entitled to the Deposit). Escrow Agent may conclusively rely upon and act, subject to the escrow provisions of this Agreement, in accordance with any certificate, instructions, notice, letter, e-mail, facsimile, or other written instrument believed to be genuine and signed or communicated by the proper party or parties entitled to deliver same to Escrow Agent under this Agreement.

1.3.2 The Deposit shall be applied to the Purchase Price if the Closing occurs. Unless Buyer delivers a Termination Notice (as defined below) on or prior to the expiration of the Due Diligence Period (as defined below), the Deposit shall thereafter become non-refundable to Buyer, except where this Agreement expressly provides that the Deposit shall be returned to Buyer upon the termination of this Agreement. If Buyer shall terminate this Agreement on or prior to the expiration of the Due Diligence Period, the Deposit shall be returned to Buyer as provided in **Section 3.6**.

1.4 Closing Date.

1.4.1 The Closing (as hereinafter defined) of the transactions contemplated herein shall be an escrow style closing to occur on the date (the “**Initial Closing Date**”) that is thirty (30) days after the expiration of the Due Diligence Period; provided, however, that Buyer may extend the Closing Date by thirty (30) days by delivering written notice to Sellers and Escrow Agent of such extension together with a non-refundable additional deposit into Escrow of the additional sum of Five Hundred Thousand Dollars (\$500,000.00) (which amount shall thereafter increase the amount of, and become part of, the Deposit for all purposes hereunder). “**Closing**” shall mean the date on which each of the following has occurred (i) Escrow Agent has confirmed that all conditions to closing and insuring title as of such date have been irrevocably and unconditionally satisfied, (ii) each party has authorized closing and disbursement, (iii) Escrow Agent has disbursed funds and is irrevocably and unconditionally committed to insuring leasehold title in favor of Buyer, and (iv) Seller has transferred title to the Property to Buyer; all in accordance with the terms hereof.

1.4.2 Buyer acknowledges that the Ground Lessor has a right of first refusal pursuant to the Ground Lease and in connection with the transactions set forth in this Agreement pursuant to Section 23 of the Ground Lease (the “**ROFR**”), and that Seller is required to deliver the ROFR Notice to the Ground Lessor pursuant to which the Ground Lessor shall have the right to exercise or waive the ROFR (or have the ROFR deemed waived by the Ground Lessor’s failure to respond) pursuant to the Ground Lease.

1.4.3 The Initial Closing Date, as the same may be further extended in accordance with the express terms of this Agreement, or changed pursuant to written agreement between Buyer and Seller is referred to herein as the “**Closing Date**”.

ARTICLE 2
TITLE AND SURVEY

2.1 Title and Survey. Buyer may, in its sole and absolute discretion, (a) obtain a preliminary title report or commitment (the “**Preliminary Report**”) from Escrow Agent (referred to herein in such capacity as the “**Title Company**”), together with complete and legible copies of all documents referenced therein, with respect to the Real Property (the “**Exception Documents**”), (b) conduct lien searches covering Seller and the Property (the “**UCC Searches**”), and (c) order a survey of the Real Property by a licensed surveyor or registered professional engineer (the “**Survey**”). Upon receipt thereof by Buyer, Buyer shall promptly deliver a copy of each of the Preliminary Report, the UCC Searches and the Survey to Seller.

2.2 Required Title Condition.

2.2.1 In the event any matters appear in the Preliminary Report, Exception Documents, or Survey that are unacceptable to Buyer, Buyer shall, by 5:00 p.m. (Central Time) on the date that five (5) Business Days prior to the end of the Due Diligence Period, notify Seller in writing of such fact (the “**Title Review Period**”). If Buyer fails to so notify Seller prior to the expiration of the Title Review Period, Buyer shall be deemed to have accepted all exceptions to title referenced in the Preliminary Report and UCC Searches and all matters shown on the

Survey, except for matters that are the subject of an objection letter made under the preceding sentence, and such accepted exceptions shall be included in the term “Permitted Exceptions” as used herein. In the event Buyer objects to any such matters within the Title Review Period, Seller shall have five (5) Business Days from receipt of such notice within which to remedy or cure such unacceptable exceptions or items. In the event Seller is unable to remedy or cure such unacceptable items to the satisfaction of Buyer or elects not to remedy or cure such unacceptable items on or before the expiration of said five (5) Business Day period, Buyer may either (a) waive such objections and accept title to the Real Property subject to such unacceptable items (which items shall then be deemed to constitute part of the “Permitted Exceptions”), or (b) terminate this Agreement by written notice to Seller, in which event the entire Deposit shall be promptly returned to Buyer and the parties shall have no further obligations, except those which expressly survive termination of this Agreement. “Permitted Exceptions” shall include, subject to the prorations and re-prorations set forth herein: 1) current, non-delinquent real property taxes and assessments taxes; (2) those matters that may be approved (or deemed approved) by Purchaser pursuant to this **Article 2**; (3) the terms of the Ground Lease, including the restrictions set forth therein, and the easements of record created pursuant to the Ground Lease; (4) those matters disclosed by the Survey (as hereinafter defined) for which Buyer does not timely object and Seller does not agree to cure in accordance with the terms herein; (5) the rights of Tenants set forth in the Tenant Leases, and the rights of Subtenants set forth in the Subleases; (6) matters of record resulting from any act of Buyer or Buyer’s representatives; and (7) applicable local, state and federal laws, ordinances, rules and regulations, including, but not limited to, zoning ordinances.

2.2.2 Seller shall convey title to the Property to Buyer, free and clear of all liens and encumbrances, subject only to (i) the Permitted Exceptions; and (ii) any other matters approved in writing by Buyer, in Buyer’s sole and absolute discretion (collectively, the “**Required Title Condition**”). Notwithstanding anything contained in this **Section 2.2.2** to the contrary, Permitted Exceptions shall expressly exclude and Seller shall be obligated, at its sole cost and expense, to satisfy and release of record, at or prior to Closing, all monetary liens and encumbrances affecting the Property, including any deeds of trust, mortgages, fixture filings, tax liens, delinquent taxes, judgments, mechanics’ liens, materialmen’s liens, and/or other liens or charges in a fixed sum (to the extent such encumbrances relate directly to monetary encumbrances arising from the voluntary acts or omissions of Seller, as opposed to the voluntary acts or omissions of Tenants, Subtenants, Ground Lessor or other third parties) (“**Seller Monetary Encumbrances**”), and Seller authorizes the use of the Purchase Price or a portion thereof to pay and discharge the same at Closing. For purposes of clarification and notwithstanding anything to the contrary set forth herein, Seller shall not be obligated to satisfy at or prior to Closing any liens, claims, encumbrances, or other matters affecting title to the Property (other than Seller Monetary Encumbrances) other than expressly agreed to in writing by Seller pursuant to this **Article 2**. Permitted Exceptions shall also expressly exclude the so-called “standard exceptions” or “pre-printed” exceptions (other than requirements relating to Purchaser’s organizational documents) that are subject to deletion by the Title Company upon receipt of a standard owner’s affidavit and/or “gap” indemnity, which Seller shall provide at Closing (the “**Affidavit**”). Without limiting the foregoing, the Affidavit shall be in such a form so as to, among other things, cause the Title Company to omit from the Title Policies all exceptions for mechanics’, and materialman’s liens (provided, however, that requirement to remove exceptions for mechanics’ or materialman’s liens shall be limited to work performed by

or on behalf of Seller, and Seller is otherwise expressly relieved from having to make any representations as to mechanics' or materialmen's liens resulting from work performed by Tenants or Subtenants or any other third parties occurring through or under Tenants) and to provide "gap" coverage insuring the period from the effective date of the Title Commitment through the date and time of recording of the Deed (as hereinafter defined).

2.2.3 If at any time the Title Commitment, Exception Documents, or Survey are supplemented or revised (other than the deletion or elimination of any item as to which Buyer has made an objection), Buyer shall have the right to review and approve or disapprove any such supplement or revision and to terminate this Agreement in the event that Seller is unable to remedy or cure any such matters to the satisfaction of Buyer in accordance with the provisions of Section 2.2.1 above, except that Buyer's ten (10) Business Day period as to such additional items shall be for a period expiring on the date that is the earlier to occur of (a) ten (10) Business Days following the date of Buyer's receipt of such modification, and (b) the Closing Date, and all other time periods referred to in Section 2.2 shall expire on the date that is the earlier of (i) the final day of the specified time period as set forth therein, and (ii) the Closing Date.

ARTICLE 3 INSPECTIONS AND DUE DILIGENCE PERIOD

3.1 Access. Subject to the terms and conditions of this Section 3.1, from and after the Effective Date through the Closing Date, Buyer, personally or through its authorized agent or representatives and independent contractors, shall have the right, upon reasonable advance notice to Seller and with reasonable frequency, to enter upon the Real Property during normal business hours to conduct any reasonable tests or inspections of the Property, including economic feasibility and underwriting analyses, investigations with regard to zoning, building codes and other governmental regulations, tenant interviews, property tours and other reviews or interviews of the Property that Buyer deems necessary or advisable, architectural, engineering, environmental inspections and studies (including all structural and mechanical systems), hazardous materials inspections, surveys of the Real Property, and, subject to Section 3.1.4 below, soil, seismic and geological testing and studies (collectively, "Inspections").

3.1.1 All Inspections shall be performed by or on behalf of Buyer at Buyer's sole cost and expense.

3.1.2 Buyer's Inspections (a) shall be conducted in accordance with all governmental regulations, and (b) shall not unreasonably impede the normal day-to-day business operations at the Real Property. Buyer's entry on to the Real Property and performance of any Inspections shall be subject to the rights of the Ground Lessor under the Ground Lease and Tenants under the Tenant Leases (if any) and Buyer shall not unreasonably interfere with the use or occupancy of the Real Property by such Tenants (and their respective Subtenants, invitees, and licensees) under such Tenant Leases. Buyer shall take commercially reasonable actions to ensure that all actions taken in connection with any Inspections, and all equipment, materials and substances generated, used or brought onto the Real Property cause no harm to the safety, health and well-being of all Tenants and cause no damage to the Property.

3.1.3 Seller (or its representative) shall, unless it elects otherwise (on a case by case basis), accompany Buyer on each property visit.

3.1.4 Buyer shall have the right to conduct a Phase I environmental site assessment at the Real Property. Buyer shall not perform any air sampling or intrusive Inspections (including soil borings, soil sampling and, if relevant, ground water testing and invasive sampling of building materials) (collectively, “**Intrusive Inspections**”) as part of a Phase II environmental site assessment or otherwise without Seller’s prior written consent, which may be withheld by Seller in Seller’s sole and absolute discretion.

3.1.5 Buyer hereby agrees to indemnify and hold Seller (and Seller’s agents, advisors, partners, members, owners, officers and directors) harmless from any actual physical or other damage and personal injury to the extent arising out of and directly caused by Buyer’s performance of any Inspections; provided, however, that the indemnity of this Section 3.1.5 shall not cover loss resulting from the discovery of pre-existing conditions disclosed by Buyer’s Inspections except to the extent that Buyer’s Inspections exacerbated such pre-existing conditions or Seller’s negligence or willful misconduct. Notwithstanding any other provision in this Agreement to the contrary, this indemnification shall survive the termination of or Closing under this Agreement.

3.1.6 Buyer shall promptly repair, at Buyer’s sole cost and expense, any damage to the Property resulting from any Inspections and shall replace, refill and regrade any holes made in, or excavations of, any portion of the Property used for such activity so that the Property shall be in the substantially same condition that existed immediately prior to such activity, which obligation of Buyer shall survive the expiration or earlier termination of this Agreement.

3.1.7 Upon Seller’s request, Buyer shall deliver to Seller a copy of any survey, report, study or other written material obtained or developed by a third-party consultant in connection with any Inspections (collectively, “**Buyer’s Reports**”); provided, however, Seller shall not be permitted to retain the same if this Agreement is terminated for any reason, without reimbursement for Buyer’s actual, out-of-pocket costs therefor. This Section 3.1.7 shall survive the expiration or earlier termination of this Agreement.

3.1.8 Prior to entering the Real Property and conducting any Inspections, Buyer or the consultants performing the Inspections on behalf of Buyer shall maintain or cause to be maintained, at Buyer’s expense, a policy of comprehensive general liability insurance in the amount of \$1,000,000.00 per occurrence, which insurance shall name Seller as additional an additional insured. Buyer shall provide certificates of insurance to Seller evidencing compliance with the foregoing requirements prior to the first entry on the Real Property.

3.1.9 Buyer shall not cause or permit any mechanic’s or materialmen’s liens or any other liens, judgments or other encumbrances to attach to the Real Property by reason of the performance of any Inspections or the purchase of any materials by Buyer or any other party in connection with any Inspections conducted by or for Buyer. Buyer shall, at its sole cost and expense, promptly discharge of record, or escrow with Seller, on terms reasonably acceptable to Seller, funds to discharge, such liens or encumbrances that are so filed or recorded (including, without limitation, liens for services, labor or materials furnished as a result of Buyer’s

Inspections). This Section 3.1.9 shall survive the expiration or earlier termination of this Agreement.

3.2 Due Diligence Period. Buyer shall have from the Effective Date until 5:00 p.m. (Central Time) on the date that is the later of (a) thirty (30) days after the Effective Date, or (b) the date following the Effective Date that Seller has provided Buyer with the Property Information pursuant to Sections 3.3 (such period, subject to Section 3.5, and as same may be extended pursuant to the terms of this Agreement, the “**Due Diligence Period**”) to conduct its due diligence review of the Property.

3.3 Property Information. Seller and Buyer hereby agree and acknowledge that Seller, within three (3) business days from the Effective Date, shall either (a) deliver to Buyer (at the following address: American Healthcare Investors, 18191 Von Karman Avenue, Suite 300, Irvine, California 92612), attention: Rex Morishita, telephone: (949) 270 -9214, e-mail: rmorishita@ahinvestors.com), or (b) make available to Buyer in an online data room, complete and accurate copies of all material due diligence items in Seller’s possession and/or reasonable control (including, without limitation, the Property related information set forth in Schedule 3.3 annexed hereto) (collectively, the “**Property Information**”). If this Agreement is terminated in accordance with the terms hereof, then Buyer shall, at Seller’s option and upon receipt of written notice from Seller, either (a) return all Property Information (and any other documents delivered or made available to Buyer) to Seller, or (b) demonstrate to Seller’s reasonable satisfaction that all Property Information (and any other documents delivered or made available to Buyer) has been destroyed. Buyer acknowledges that other than as expressly set forth in Section 4.1 or the Representation Documents, Seller has not made any representation or warranty with respect to the Property Information or any other information furnished or provided to Buyer pursuant to this Section 3.3.

3.4 Contracts. Buyer shall not be required to assume any Contracts at Closing. On or prior to the expiration of the Due Diligence Period, Buyer shall notify Seller of any Contracts it has elected to assume in its sole and absolute discretion. Such Contracts, if any, that Buyer elects in writing to assume are referred to herein as the “**Assumed Contracts**”. Any failure by Buyer to send notice pursuant to this Section shall be deemed to mean that Buyer has elected not to assume any Contracts. Seller shall terminate, at Seller’s sole cost and expense, including with respect to any termination fee or other costs associated with such termination, any Contracts that Buyer does not elect (or is deemed to have elected not) to assume. Notwithstanding any language to the contrary contained herein, Seller shall terminate, at Seller’s sole cost and expense, including with respect to any termination fee or other costs associated with such termination, any and all leasing commission agreements, property management agreements, or asset management agreements affecting all or any portion of the Property, the Ground Lease or the Tenant Leases to which Seller is a party or otherwise bound effective on or before the Closing Date. To the extent the same are assignable by Seller to Buyer, Seller shall assign to Buyer, and Buyer shall assume, all Assumed Contracts at Closing (other than such Contracts that Seller is required to terminate on or prior to the Closing Date in accordance with this Section 3.4 and Section 4.6.2). At Closing, Seller, at Seller’s expense, shall provide written notice to each party (other than Seller) under the Assumed Contracts of the assignment by Seller, and the assumption by Buyer, of the Assumed Contracts by Buyer on the Closing Date.

3.5 Buyer’s Possible Early Termination. If Buyer shall, for any reason or no reason, in Buyer’s sole and absolute discretion, elect not to purchase the Property, then Buyer shall be entitled, but is not obligated, to terminate this Agreement by delivering notice (“**Termination Notice**”) to Seller at or before 5:00 p.m. Central Time on the last day of the Due Diligence Period. Further, unless Buyer provides Seller with a written notice of its waiver of the Due Diligence Period (“**DDP Waiver Notice**”) at or before 5:00 p.m. Central Time on the last day of the Due Diligence Period, this Agreement shall automatically terminate and the provisions of Section 3.6 shall apply. Notwithstanding anything herein to the contrary, a DDP Waiver Notice shall not be deemed to be a waiver by Buyer of any other rights or remedies, including other termination rights, it may have as set forth herein.

3.6 Consequences of Buyer’s Early Termination. Unless Buyer provides a DDP Waiver Notice to Seller pursuant to Section 3.5, this Agreement shall immediately terminate upon the expiration of the Due Diligence Period. If Buyer provides a Termination Notice to Seller pursuant to Section 3.5, this Agreement shall immediately terminate upon the giving of such notice. In the event of either of the foregoing, the parties shall be released from all further obligations under this Agreement (except with respect to any provisions that by their terms survive a termination of this Agreement). Escrow Agent shall pay the entire Deposit to Buyer not later than one (1) Business Day following termination of this Agreement. No notice to Escrow Agent from Seller shall be required for the release of the Deposit to Buyer by Escrow Agent under this Section, and the Deposit shall be released and delivered to Buyer upon Escrow Agent’s receipt of Buyer’s confirmation of termination of the Agreement pursuant to this Article 3, despite any objection or potential objection by Seller.

3.7 Intentionally Omitted.

3.8 Violations. All notices received by Seller, as of the Effective Date (and, as of the Closing Date) from any applicable governmental authority regarding violations of laws, ordinances, statutes, codes, rules or regulations (collectively, “Violations”) affecting the Property (which have not been cured or discharged by the Effective Date) are described on Schedule 4.1.15 annexed hereto. Buyer and Seller agree that Seller shall cause each Violation listed on Schedule 4.1.15 annexed hereto to be cured, discharged or otherwise remediated to Buyer’s satisfaction such that, as of the Closing Date, such Violation shall no longer affect or otherwise encumber the Real Property. Buyer and Seller agree that notwithstanding anything to the contrary set forth herein, Seller shall have no obligation to cure any Violation of which Seller did not receive notice or was not otherwise aware, as of the Effective Date, or prior to Closing, or any Violation that is caused by the actions or omissions of Buyer or any of Buyer’s affiliates, employees, agents and/or contractors.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Seller’s Representations. Seller represents and warrants to Buyer as of the Effective Date (and, as of the Closing Date) that:

4.1.1 Seller is a limited liability company validly formed in the State of Alabama, and has full power and authority to enter into this Agreement, to perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and all documents contemplated hereby by Seller has been duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument to which Seller is a party.

4.1.2 Seller has not granted any outstanding rights of first refusal, rights of reverter or options to purchase relating to the Property or any interest therein (other than in favor of Ground Lessor pursuant to the Ground Lease).

4.1.3 This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

4.1.4 Seller is not a “foreign person” within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended (the “Code”).

4.1.5 Neither Seller, nor, to Seller’s Knowledge, any person or entity that controls the management and policies of Seller or owns directly or indirectly more than fifty percent (50%) of Seller, and, to Seller’s Knowledge, no employee, officer, or director of Seller is a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury) (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, 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, and, to Seller's Knowledge, is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

4.1.6 No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder.

4.1.7 There are no actions, suits or proceedings pending or, to Seller's Knowledge, threatened against (i) the Property or any portion thereof (excluding any actions, suits or proceedings against the Property that may result from the acts or omissions of any Tenant or Subtenant, with respect to which Seller represents and warrants to Buyer that Seller has not received any written notice of the same), or (ii) Seller, which, in either case, if determined adversely would be likely to adversely affect Seller's ability to perform its obligations hereunder.

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

4.1.9 Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (a) the operating agreement of Seller, or (b) any law or any order, writ, injunction or decree of any court or governmental authority, or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, or (iii) violates any restriction, requirement, covenant or condition set forth in any recorded agreement to which all or any part of the Property is subject (excluding the mortgage encumbering the Property as of the Effective Date which mortgage will be paid off in full and satisfied as of the Closing Date).

4.1.10 Seller has not received any written notice to the effect that any condemnation, eminent domain, assessment or similar proceeding or charge is threatened or contemplated, and, to Seller's Knowledge, there is no such threatened or contemplated proceeding or charge relating to the Property. Seller has not received any written notice of a proposed increase in the assessed valuation of the Property.

4.1.11 A list of all Tenant Leases and Subleases is set forth on **Schedule 4.1.11** annexed hereto and Seller has delivered or made available to Buyer pursuant to **Section 3.3** a true, complete and accurate copy of the Tenant Leases and Subleases, and there have been no modifications to such Tenant Leases or Subleases other than as set forth on **Schedule 4.1.11**. To Seller's Knowledge, each of the Tenant Leases and Subleases is in full force and effect. To Seller's Knowledge, neither Seller nor any Tenant under such Tenant Leases is in material default under its respective Tenant Lease, except as set forth on **Schedule 4.1.11(a)**. Seller has

not received any written notice of any claim of offset or other defense from any Tenant in respect of such Tenant's or Seller's obligations under its respective Tenant Lease. There are no pending or incomplete tenant improvements of landlord or unpaid tenant improvement costs by landlord or leasing commissions payable by landlord with respect to any such Tenant Lease.

4.1.12 Seller is not affiliated with any of the Tenants.

4.1.13 A list of all Contracts is set forth on **Schedule 4.1.13** annexed hereto and Seller has delivered or made available to Buyer pursuant to **Section 3.3** true, complete and accurate copies of all Contracts that are in effect as of the Effective Date (and, as of Closing, all Assumed Contracts, if any). To Seller's Knowledge, there are no payment defaults or any other material defaults by Seller or by any other party to any Contract that has not been cured. .

4.1.14 Other than the Contracts, there are no other documents, agreements or understandings (whether oral or written) which might bind the Property or any portion thereof or the Buyer after Closing which might give rise to a claim for leasing commissions (other than as otherwise expressly provided to the contrary herein); and Seller has (or will have) paid by the Closing Date all leasing commissions which are due and payable by the Closing Date under the Contracts (other than as otherwise expressly provided to the contrary herein).

4.1.15 Seller has not received any written notice from any governmental authority of any Violations that, as of the Effective Date, remain uncured or undischarged except as set forth in **Schedule 4.1.15** annexed hereto.

4.1.16 No person (other than Buyer or the Ground Lessor under the Ground Lease) has any right, agreement, commitment, option, repurchase right, right of first offer or right of first refusal with respect to the purchase, assignment or transfer of all or any portion of the Property (none of which may have been waived as of the Effective Date, and the waiver of which, in some instances, is subject to the terms of this Agreement).

4.1.17 Seller has not received any written notice from, and, to Seller's Knowledge, there are no grounds for, any association, declarant or easement holder requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a violation of any other restrictions or covenants recorded against the Property. To Seller's Knowledge, neither Seller nor any other party subject to any such document is in default under any such document. Seller has timely paid all amounts due and payable under each such document.

4.1.18 Seller has not received any written notice from any Applicable Legal Bodies of any pending or threatened request, application or proceeding to alter or restrict the zoning or other use restrictions applicable to the Property.

4.1.19 Seller has not received any written notice from any Applicable Legal Bodies regarding an intention to revoke any certificate of occupancy, license, or permit in connection with all or any portion of the Property.

4.1.20 Seller has not received any written notice from any Applicable Legal Bodies of any violation of any laws, ordinances, statutes, codes, rules or regulations related to

Hazardous Materials and affecting the Property. For purposes of this Agreement, the term “**Hazardous Materials**” shall mean any substance which is or contains: (i) any “hazardous substance” as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.) (“**CERCLA**”) or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.) (“**RCRA**”) or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property (collectively, “**Applicable Legal Bodies**”) relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

4.1.21 Excluding any claims pending or unpaid bills resulting from the acts or omissions of a Tenant or Subtenant, to Seller’s Knowledge, there are no claims pending or unpaid bills which would result in the creation of any lien on the Property for any improvements completed or in progress, including, but not limited to, water, sewage, street paving, electrical or power improvements. Excluding any delinquent bills or claims pending resulting from the acts or omissions of a Tenant or Subtenant, to Seller’s Knowledge, there are no delinquent bills or claims in connection with any repair of the Property or other work or material purchased in connection with the Property which will not be paid by or at the Closing.

4.1.22 Seller has not received any written notice or request from any insurance company engaged by Seller issuing any policy of insurance covering the Property requesting the performance of any work with respect to the Property or the Improvements located thereon which has not been fully complied with.

4.1.23 There are no on-site employees of Seller at the Property, and upon the Closing Date, Buyer shall have no obligation to employ or continue to employ any individual employed by Seller or its affiliates in connection with the Property.

4.1.24 The Ground Lease delivered by Seller to Buyer is a true, correct and complete copy of the Ground Lease. The Ground Lease has not been amended, modified, changed, altered, restated or assigned in any respect, either orally or in writing, except as expressly described therein, and it constitutes the entire agreement between Seller and Ground Lessor. There are no other agreements or understandings, written or oral, between Seller and Ground Lessor governing the terms of the Ground Lease or the Property. Neither Seller nor, to Seller’s Knowledge, Ground Lessor is in default under the Ground Lease.

4.1.25 To Seller's Knowledge, Seller has not withheld any information or documents that could cause any information presented in the Property Information to be misleading or inaccurate in any material respect. To Seller's Knowledge, there are no facts, other than any facts which have been disclosed to Buyer in or as part of the Property Information, in writing, or in this Agreement, that would cause any of Seller's representations and warranties set forth in this Agreement to be materially untrue.

As used herein, the phrase "**Seller's Knowledge**" (or words of similar import or meaning) shall be deemed to mean the current, actual knowledge (as opposed to imputed, implied or constructive knowledge) of Malika Basheer, without imputation to Malika Basheer of the knowledge of any other employee, officer, director, member or principal of Seller. Seller represents and warrants to Buyer that Malika Basheer is an asset/portfolio manager for Seller's parent entity, and Malika Basheer is actively involved with the Property.

4.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as of the Effective Date (and as of the Closing Date) that:

4.2.1 Buyer is a duly formed and validly existing limited liability company in good standing under the laws of the State of Delaware.

4.2.2 Buyer has full right, power and authority and is duly authorized to enter into this Agreement and Buyer has full right, power and authority to perform each of the covenants to be performed by Buyer hereunder and, subject to the approval of Buyer's board of directors on or before the expiration of the Due Diligence Period, to execute and deliver and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement and this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

4.2.3 Buyer is not a "foreign person" within the meaning of Section 1445(f) of the Code.

4.2.4 Neither Buyer nor, to Buyer's Knowledge, any person or entity that controls the management and policies of Buyer or owns directly or indirectly more than fifty percent (50%) of Buyer, and, to Buyer's Knowledge, no employee, officer or director of Buyer is a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, 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, and, to Buyer's Knowledge, is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

4.2.5 No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Buyer of this Agreement or the performance of its obligations hereunder.

4.2.6 There are no actions, suits or proceedings pending or, to Buyer's Knowledge, threatened against or affecting Buyer, which, if determined adversely, would be likely to adversely affect Buyer's ability to perform its obligations hereunder.

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

4.2.8 Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (a) the operating agreement of Buyer, or (b) any law or any order, writ, injunction or decree of any court or governmental authority, or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument.

As used herein, the phrase "**Buyer's Knowledge**" (or words of similar import or meaning) shall be deemed to mean the current, actual knowledge (as opposed to imputed, implied or constructive knowledge) of Danny Prosky and/or Stefan Oh, without imputation to Danny Prosky and/or Stefan Oh of the knowledge of any other employee, officer, director, member or principal of Buyer.

4.3 Survivability of Representations and Warranties: Change in Facts. The representations and warranties of Seller and Buyer set forth in this Agreement are remade (subject to this Section 4.3) as of the Closing Date and deemed to be merged into the instruments of Closing, and such representations and warranties (and the representations and warranties set forth in such instruments of Closing) shall survive for a period of nine (9) months after the Closing Date (the "**Survival Period**"). The representations and warranties of Seller and Buyer shall be remade as of the Closing Date to reflect and incorporate any change in facts occurring between the Effective Date and the Closing Date that result from the exercise of any rights and/or obligations of Seller and Buyer, respectively, under this Agreement, and any such change in facts shall neither constitute a default under, or breach of, this Agreement by the party making such representation or warranty nor afford the other party the right to any remedies under this Agreement based purely on such change in facts, including, without limitation, any right to terminate this Agreement. If any representation and warranty of Seller or Buyer shall be true as of the Effective Date but untrue as of the Closing Date due to a change of facts that does not result from such party's acts or omissions (for example, the occurrence of a pending condemnation proceeding), then such change of facts shall constitute a failure of a condition to Closing benefitting the party receiving such representation or warranty but shall not constitute a default under, or breach of, this Agreement by such party. Notwithstanding the foregoing, any supplements to the representations or warranties of Seller shall not be deemed to supplement the representations and warranties for purposes of determining whether the condition precedent set forth in Section 5.4.3 has been satisfied to the extent the information provided in such supplements would adversely impact Buyer, the Property, the Ground Lease, the Tenant Leases and/or the sale, use, leasing and operation of the Property.

4.4 Property Conveyed “As Is”. Except as expressly provided to the contrary in this Agreement, the Deed, the Assignment of Ground Lease, the Bill of Sale and Assignment, the Assignment of Leases, the Ground Lessor Estoppel Certificate and the other documents to be delivered by Seller at Closing (collectively, the “Representation Documents”), Buyer agrees that the Property shall be sold, and Buyer shall accept the Property at Closing on an “as-is where-is” basis including, without limitation, any and all any construction, latent or patent defects in the Property, and subject to any and all Hazardous Materials located in, at, about or under the Property, or for any and all actual, out-of-pocket claims or causes of action (actual or threatened) based upon, in connection with or arising out of any law, statute, rule or regulation governing the use, handling, storage or disposition of Hazardous Materials. Buyer has not relied and is not relying upon any representations or warranties of Seller (other than the representations and warranties of Seller expressly set forth in the Representation Documents), or upon any statements made in any informational materials with respect to the Property provided by Seller or any other person or entity, including any broker, or any member, manager, employee, agent, attorney or other person representing or purporting to represent Seller or any broker. IN ADDITION TO, AND WITHOUT LIMITATION OF THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE REPRESENTATION DOCUMENTS, SELLER MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR BY OPERATION OF LAW, AS TO THE QUANTITY, QUALITY, MERCHANTABILITY, TITLE, MARKETABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY COMPONENT THEREOF, AND THE PROPERTY AND EACH COMPONENT THEREOF ARE SOLD IN AN “AS IS”, “WHERE IS” CONDITION, WITH ALL FAULTS. BY EXECUTING THIS AGREEMENT, EXCEPT AS SET FORTH IN THE REPRESENTATION DOCUMENTS, BUYER AFFIRMS AND AGREES THAT: (A) BUYER HAS NOT RELIED ON THE SELLER’S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY OR ANY COMPONENT THEREOF FOR ANY PARTICULAR PURPOSE, (B) THE SELLER MAKES NO WARRANTY THAT THE PROPERTY OR ANY COMPONENT THEREOF ARE FIT FOR ANY PARTICULAR PURPOSE, (C) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY OR ANY COMPONENT THEREOF, (D) AFTER THE EFFECTIVE DATE, BUYER HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND EACH COMPONENT THEREOF AND HAS DETERMINED TO PURCHASE THE PROPERTY AND EACH COMPONENT THEREOF BASED ON SUCH INSPECTION, AND (E) UPON CLOSING, BUYER SHALL ASSUME THE RISK (EXCEPT AS A RESULT OF FRAUD OR A BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THE REPRESENTATION DOCUMENTS) THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INVESTIGATIONS.

Buyer hereby waives and releases Seller, and Seller’s agents, advisors, partners, members, owners, officers and directors, from any and all present or future claims, demands, causes of actions, losses, damages, including, without limitation, exemplary, punitive, indirect or consequential, special or other damages, liabilities, costs and expenses (including attorney’s fees whether suit is initiated or not) whether known or unknown, liquidated or contingent (hereinafter collectively called the “Claims”) arising from or relating to the Property, including, without limitation, any of the matters set forth in this Section 4.4, as well as (i) any defects, errors or

omissions in the design, construction, repair, or maintenance of the Property, or (ii) any other physical conditions affecting the Property whether the same are a result of negligence or otherwise. The release set forth in this Section 4.4 specifically includes, without limitation, any Claims arising in connection with the presence or alleged presence of any Hazardous Materials. The release set forth in this Section 4.4 specifically includes, without limitation, any claims under the Americans with Disabilities Act of 1990 or similar federal, state or local laws, as any of those laws may be amended from time to time and any regulations, orders, rules of procedure or guidelines promulgated in connection with such laws, regardless of whether they were in existence on the date of this Agreement. Notwithstanding the foregoing this release and the provisions of this Section 4.4 specifically excludes any Claims arising (i) from fraud by Seller, or (ii) from breach of any Seller's representations and warranties set forth in the Representation Documents. Buyer acknowledges that Buyer has been represented by independent legal counsel of Buyer's selection and Buyer is granting this release of its own volition and after consultation with Buyer's counsel.

4.5 Seller's Covenants Prior to Closing.

4.5.1 Leasing Activities.

(a) From and after the Effective Date and prior to the expiration of the Due Diligence Period, Seller shall not (i) consent to any assignment of a Tenant Lease or a sublease under a Tenant Lease (to the extent Seller's consent is required under such Tenant Lease), (ii) or amend or otherwise modify or terminate any Tenant Lease (unless due to a default by the respective Tenant beyond any notice and/or cure period), and/or (iii) enter into a new Tenant Lease (each of such actions in (i), (ii) and (iii) being referred to as a "**Lease Action**"), without providing a copy of the applicable underlying documents and a copy of the applicable leasing brokerage agreement (if any) to Buyer and obtaining the prior written consent of Buyer (which consent of Buyer may be withheld in its sole discretion provided Buyer shall not be responsible for any leasing commissions post-Closing).

(b) From and after the expiration of the Due Diligence Period, Seller shall not take any Lease Action without providing a copy of the applicable underlying documents and a copy of the applicable leasing brokerage agreement (if any) to Buyer and obtaining the prior written consent of Buyer (in its sole and absolute discretion); provided, however, Buyer shall not be responsible for any leasing commissions post-Closing. If Buyer fails to consent or reject (with an explanation of Buyer's reason for rejecting such Lease Action) any Lease Action by notice to Seller within five (5) Business Days of receipt of Seller's notice of a proposed Lease Action (together with the items required to be delivered by Seller under this Section 4.5.1(b)), then Buyer shall be deemed to have approved the proposed Lease Action.

Copies, requests and consents delivered under this Section 4.5.1 shall be in writing, but may be delivered by electronic mail between representatives of Seller and Buyer.

4.5.2 Contracts. During the pendency of this Contract, Seller will not enter into any new service contracts or any other oral or written agreements affecting the Property (including any lease, license or occupancy agreement or any amendment, modification or restatement to an existing agreement), or modifications, renewals, restatements or terminations of any existing Contracts, or permit any other agreements, encumbrances, liens, pledges, encumbrances or restrictions to attach to the Property which would be binding upon Buyer or the Property after Closing without Buyer's consent, which consent may be given or withheld in Buyer's sole and absolute discretion. Effective as of the Closing Date, Seller shall terminate, at Seller's expense, any Contract that Buyer does not elect to assume pursuant to Section 3.4. Nothing set forth in this Agreement shall be deemed to restrict Seller from entering into any new service contract that will terminate on or prior to the Closing Date, provided Seller delivers a copy thereof to Buyer, and nothing set forth in this Agreement shall grant Buyer the right or obligation to assume any new such service contract or agreement.

4.5.3 Conducting Business. Other than as permitted under Sections 4.5.1 and 4.5.2 above, at all times prior to Closing, Seller shall continue to (i) conduct its respective business with respect to the Property in substantially the same manner in which said business has been heretofore conducted, (ii) insure the Property substantially as it is currently insured by Seller and in any event it shall, or shall cause the Tenants to, insure the Property in accordance with the requirements of the mortgage loan of any existing lender with a mortgage on the Real Property (the "Existing Lender") (the "Existing Loan") and the Tenant Leases, and (iii) conduct business in compliance with the terms of the Ground Lease and Tenant Leases. From and after the expiration of the Due Diligence Period, Seller shall not apply any security deposits held under the Tenant Leases, or draw down or otherwise withdraw any funds from non-cash security held under the Tenant Leases (except in the case of a monetary default by a Tenant beyond applicable notice, grace and cure periods under its Tenant Lease and following notice to Buyer).

4.5.4 Encumbrances. Other than as permitted under Section 4.5.1 above, at all times prior to Closing, Seller shall not sell, mortgage, pledge, encumber, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein (other than immaterial items or quantities of personal property), Seller shall not consent to, approve or otherwise take any action with respect to zoning or any other governmental rules or regulations presently applicable to all or any part of the Property, in each case without the prior written consent of Buyer, which may be given or withheld in Buyer's sole discretion.

4.5.5 Monthly Operating Statements. Seller shall provide Buyer with a copy of the monthly operating statement for the operation of the Property on or before the day which is twenty-five (25) days after the end of each month, commencing with the month during which the Effective Date occurs and continuing for each full calendar month thereafter until the Closing Date. Seller does not make any representations or warranties regarding the adequacy of any monthly operating statements for any particular purpose, except as otherwise expressly provided in Section 4.1 of this Agreement.

4.5.6 Compliance with Laws and Regulations. From and after the Effective Date and at all times prior to Closing, Seller shall not knowingly take any action that would result in a material failure to comply with the Ground Lease or any and all applicable statutes,

rules, regulations and requirements of all federal, state and local commissions, boards, bureaus and agencies applicable to the Property, it being understood and agreed that prior to Closing, Seller will have the right to contest any of the same. To clarify, the actions of any Tenant or Subtenant or third party outside of the control of Seller shall not be deemed the actions of Seller for purposes of this Section 4.5.6.

4.5.7 Continued Performance. Other than as permitted in accordance with the terms and conditions of this Agreement, Seller will not take or cause to be taken any action or fail to perform any obligation which would cause any of Seller's representations or warranties contained in Section 4.1 of this Agreement to be materially untrue as of the Closing Date. Further, Seller shall promptly notify Buyer, in writing, of any event or condition that, to Seller's Knowledge, occurs prior to Closing and that causes a material change in the facts relating to, or the accuracy of, any of the representations or warranties of Seller contained in Section 4.1 of this Agreement.

4.6 Buyer's Covenants Prior to Closing.

4.6.1 Notices to Seller. Buyer shall notify Seller prior to initiating contact with any Tenant or Subtenant, or to Buyer's Knowledge a parent company of any Tenant or Subtenant. Seller shall have the right to participate in any communication with any of the aforementioned parties. Notices and requests under this Section 4.6.1 shall be in writing, but may be delivered by electronic mail between representatives of the Seller and Buyer (or their respective counsel) without follow up confirmation required under Section 9.7.

4.7 Seller Covenants Post-Closing.

4.7.1 Cooperation with S-X 3-14 Audit. Seller acknowledges that it is Buyer's intention that the ultimate acquirer of the Property will be affiliated with a publicly registered company ("**Registered Company**"). The Seller acknowledges that Buyer has advised Seller that if such acquirer is affiliated with a Registered Company, such Registered Company (and such acquirer) may be required to make certain filings with the Securities and Exchange Commission (the "**SEC Filings**") that relate to the most recent pre-acquisition calendar year (the "**Audited Year**") and the current calendar year through the date of Buyer's acquisition (the "**Stub Period**") of the Property. To assist Buyer and Registered Company in preparing the SEC Filings, Seller covenants and agrees that, if the ultimate acquirer of the Property and the Registered Company are required to make SEC Filings in connection with the acquisition and ownership of the Property, then, as soon as reasonably practicable after request from Buyer and identification of the Registered Company, Seller shall provide Buyer and the Registered Company with access to the following information (to the extent such items are not duplicative of items contained in the Property Information): (i) bank statements for the Audited Year and Stub Period; (ii) rent roll as of the end of the Audited Year and Stub Period; (iii) operating statements for the Audited Year and Stub Period; (iv) the general ledger for the Audited Year and Stub Period; (v) cash receipts schedule for each month in the Audited Year and Stub Period; (vi) invoices for expenses and capital improvements in the Audited Year and Stub Period; (vii) accounts payable ledger and accrued expense reconciliations; (viii) check register for the 3-months following the Audited Year and Stub Period; (ix) all leases and 5-year lease schedules; (x) copies of all insurance documentation for the Audited Year and Stub Period and (xi) copies of accounts receivable aging

as of the end of the Audited Year and Stub Period along with an explanation for all accounts over 30 days past due as of the end of the Audited Year and Stub Period ((i) – (xi), collectively, “**Accounting Records**”). If it is reasonably practicable for Seller to provide Buyer and the Registered Company with “access to” Accounting Records in an online data room or by delivering the same to Buyer, then Seller shall so provide Buyer and the Registered Company with “access to” the Accounting Records in an online data room or by delivering the same to Buyer. If Seller determines that it is not reasonably practicable for Seller to provide Buyer and the Registered Company with “access to” Accounting Records in an online data room or by delivering the same to Buyer (for reasons including, without limitation, because of the volume of Accounting Records being requested or because of the lack of cooperation from a third-party entity that may control access to such documents), then Seller’s sole obligation shall be to use reasonable efforts to make such Accounting Records available at the offices of Seller’s property manager at times and with frequency reasonably acceptable to Seller’s property manager. Notwithstanding the foregoing, Seller’s obligation to provide the Buyer with access to the Accounting Records pursuant to the immediately preceding sentence is limited to providing those Accounting Records that were prepared by Seller in the ordinary course of business in connection with the Property in their present form as of the Effective Date. Seller is under no obligation to prepare any Accounting Records that are not in existence as of the Effective Date or to update or revise such Accounting Records after the date of the initial delivery of the same. Seller does not make any representations and warranties regarding the Accounting Records or the adequacy of the Accounting Records for any particular purpose, except as otherwise expressly provided in Section 4.1 of this Agreement. In addition, no later than five (5) Business Days prior to the Closing Date, Seller shall provide to Buyer: (1) a signed representation letter in the form attached hereto as **Exhibit B**; (2) a signed audit request letter in the form attached hereto as **Exhibit C**; and (3) a signed audit response letter from Seller’s attorney in the form attached hereto as **Exhibit D**. Buyer acknowledges that Seller does not have audited financial statements.

ARTICLE 5 CLOSING

5.1 Escrow. Closing shall occur through the escrow (the “**Escrow**”) opened with Escrow Agent. Escrow Agent is designated, authorized and instructed to act as Escrow Agent pursuant to the terms of this Agreement.

5.2 Escrow Instructions; Opening of Escrow. This Agreement shall constitute escrow instructions to Escrow Agent. If required by Escrow Agent, then the parties shall execute any additional escrow instructions reasonably requested by Escrow Agent after the Effective Date to consummate the transactions provided for herein prior to Closing; provided, however, such additional escrow instructions shall not modify the provisions of this Agreement, unless such instructions (a) clearly identify the specific provisions being modified, (b) state the modification in full, and (c) are signed by Seller, Buyer and Escrow Agent. Seller and Buyer shall open Escrow by delivering an executed original of this Agreement (both executed by Buyer and Seller) to Escrow Agent (“**Opening of Escrow**”). Upon receipt of this Agreement, Escrow Agent shall acknowledge the Opening of Escrow and agree to act as Escrow Agent hereunder by: (1) executing the Consent of Escrow Agent attached hereto; and (2) delivering a copy of the

executed Consent to Seller and Buyer. Notwithstanding anything contained herein to the contrary, in the event that the Closing has not occurred on or before the Three Hundred and Sixty-Fifth (365th) day following the expiration of the Due Diligence Period, this Agreement shall automatically terminate in all respects, in which case Buyer shall be entitled to the return of the Deposit from Escrow Agent.

5.2.1 Escrow Agent shall hold the Deposit and all interest accrued thereon and shall dispose of the same only in accordance with the following provisions.

(a) Upon Buyer's delivery of the Termination Notice, the Deposit shall be immediately returned to Buyer in accordance with this Agreement.

(b) In the event Buyer delivers a DDP Waiver Notice, subsequent to such delivery from Buyer, Escrow Agent shall deliver the Deposit, as follows:

(i) to Seller, upon Closing; or

(ii) to Seller or Buyer as designated by an instruction letter jointly executed by Seller and Buyer; or

(iii) to Seller, after receipt of Seller's demand in which Seller certifies that Seller is entitled to the Deposit in accordance with this Agreement because Buyer has defaulted under this Agreement and has not cured such default after any applicable notice and any applicable cure period (specifying in reasonable detail the nature of the default by Buyer and the Section of this Agreement entitling Seller to the Deposit (and, in the case of a default, evidence of delivery of any required default notices)); provided, however, Escrow Agent shall not honor Seller's demand until more than five (5) Business Days after Escrow Agent has given a copy of Seller's demand to Buyer in accordance with Section 5.2.2 of this Agreement, nor thereafter if Escrow Agent receives a Notice of Objection (as defined below) from Buyer as provided for in said Section 5.2.2 within such five (5) Business Day period; or

(iv) to Buyer, after receipt of Buyer's demand in which Buyer certifies that Buyer is expressly entitled to the Deposit in accordance with this Agreement because Seller has defaulted under this Agreement and has not cured such default after any applicable notice and any applicable cure period or Buyer had the express right to terminate this Agreement (specifying in reasonable detail the nature of the default by Seller or Buyer's right to terminate and the Section in this Agreement entitling Buyer to the Deposit); provided, however, Escrow Agent shall not honor the Buyer's demand until more than five (5) Business Days after Escrow Agent has given a copy of Buyer's demand to Seller in accordance with Section 5.2.2 of this Agreement, nor thereafter if Escrow Agent receives a Notice of Objection from Seller as provided for in said Section 5.2.2 within such five (5) Business Day period.

(v) Upon delivery by Escrow Agent of the Deposit and accrued interest thereon in accordance with this Agreement, Escrow Agent shall be relieved of all liability hereunder as it relates to the Deposit and interest accrued thereon, and with respect to the Deposit and accrued interest thereon, Escrow Agent shall deliver the

Deposit and accrued interest thereon at the election of the party entitled to receive the same by (x) a good, unendorsed check of Escrow Agent payable to the order of such party, or (y) a bank wire transfer to an account designated by such party.

5.2.2 Within three (3) Business Days after receipt of a written demand from Seller or Buyer under Sections 5.2.1(b)(iii) or (iv) above, Escrow Agent shall send a copy of such demand to the other party. Within five (5) Business Days after the date of receiving same, but not thereafter, the other party may object to delivery of the Deposit to the party making such demand by giving a notice of objection (“**Notice of Objection**”) to Escrow Agent. Within three (3) Business Days after receiving a Notice of Objection, Escrow Agent shall send a copy of such Notice of Objection to the party who made the demand, and thereafter, Escrow Agent may elect to either:

(a) continue to hold the Deposit until Escrow Agent receives (i) a written agreement executed by Buyer and Seller, or (ii) order of a court of competent jurisdiction directing the disbursement of the Deposit, in which event Escrow Agent shall disburse the Deposit in accordance with such agreement or order; or

(b) take any and all actions as Escrow Agent deems necessary and desirable, in its reasonable and appropriate discretion, to discharge and terminate its duties under this Escrow Agreement including, without limitation, depositing the Deposit into any court of competent jurisdiction and bringing any action of interpleader or any other proceeding.

Notwithstanding anything else contained in this Section 5.2.2 to the contrary, Escrow Agent agrees to hold the Deposit and not take any action described in this Section 5.2.2 above for at least fifteen (15) days after Escrow Agent’s receipt of a Notice of Objection, so that Seller and Buyer may attempt to reach agreement on how to proceed. In the event of any litigation between Seller and Buyer, Escrow Agent may deposit the Deposit with the clerk of the court in which such litigation is pending. Upon the making of such deposit, Escrow Agent shall be relieved of its duties hereunder with respect to the sums deposited in such court and shall have no liability thereafter to any party whatsoever with respect to such sums so deposited.

5.3 Closing. Closing shall take place on the Closing Date, as the same may be adjusted, subject to the satisfaction of all terms, conditions and obligations contained herein and provided all conditions precedent to Closing have been satisfied or duly waived by the party or parties entitled to the benefit of such conditions precedent.

5.4 Conditions Precedent Favoring Buyer. In addition to any other conditions precedent in favor of Buyer as may be expressly set forth elsewhere in this Agreement, Buyer’s obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section 5.4 on or before the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver from Buyer to Seller.

5.4.1 In accordance with this Section 5.4.1, no later than three (3) Business Days prior to the Closing Date, the Tenant Estoppel Condition (as defined below) for the

Property shall have been satisfied. The following shall apply with respect to the Tenant Estoppel Condition:

(a) Within ten (10) Business Days after the Effective Date, Seller shall deliver drafts of an estoppel certificate for each Tenant in the form annexed hereto as **Schedule 5.4.1(a)** (each, a “**Tenant Estoppel**”) to Buyer for Buyer’s review and approval, which approval shall not be unreasonably withheld (it being agreed that if Buyer fails to object (specifying its reasons) to any such draft Tenant Estoppel within five (5) Business Days after receipt of such draft Tenant Estoppel to the extent in the form annexed hereto, Buyer shall be deemed to have approved the form and substance of such proposed Tenant Estoppel).

(b) Within five (5) Business Days of Buyer’s approval (or deemed approval) of the draft Tenant Estoppels (but not prior to the end of the Due Diligence Period), Seller shall deliver the same to the Tenants and Seller’s sole obligation shall be to use commercially reasonable efforts to obtain executed Tenant Estoppels from the Tenants; provided, however, as a condition to Buyer’s obligations hereunder Seller shall be required to deliver to Buyer Tenant Estoppels executed by Cullman Regional Medical Center and Cullman Primary Care Multi-Specialty Group.

(c) Buyer agrees that, with respect to each Tenant Estoppel received by Buyer from Seller, Buyer will be required to accept a Tenant Estoppel (i) even though it contains modifications from the draft Tenant Estoppels if such modifications are corrective modifications that are factually consistent with the applicable Tenant Lease and such modifications are not materially adverse to Buyer.

(d) Notwithstanding anything in this Section 5.4.1 to the contrary, the foregoing condition shall be satisfied only if Seller delivers Tenant Estoppels (or other permitted tenant estoppel certificate) in accordance with the foregoing provisions of this Section 5.4.1 from all of the Tenants under Tenant Leases prior to Closing (the “**Tenant Estoppel Condition**”).

5.4.2 Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

5.4.3 On the Closing Date, all of the representations and warranties of Seller set forth in Article 4 hereof shall be materially true, accurate and complete.

5.4.4 At Closing, the Title Company shall be unconditionally prepared and irrevocably committed to issue to Buyer (with an effective date not earlier than the date and time of recording): (i) to the extent available in Alabama, an extended coverage owner’s policy of title insurance for the benefit of Buyer for Buyer’s interest in the Improvements showing title to the Improvements vested in Buyer, and (ii) an extended coverage leasehold owner’s policy of title insurance for the benefit of Buyer for Buyer’s interest in the applicable Real Property showing ground lease title to the Real property vested in Buyer, subject to the terms of the Ground Lease

and otherwise in conformance with the requirements of **Article 2** (collectively, the “**Title Policies**”).

5.4.5 With respect to the ROFR, within three (3) Business Days after the Effective Date, Seller shall deliver to the Ground Lessor a notice (the “**ROFR Notice**”) pursuant to Section 23 of the Ground Lease, in the form attached hereto as **Schedule 5.4.5** (which ROFR Notice shall attach a copy of this Agreement), notifying the Ground Lessor of the proposed sale of the Property by Seller to Buyer pursuant to this Agreement. Buyer acknowledges that Buyer has reviewed the ROFR Notice, and has provided or will promptly provide Escrow Agent with a copy of the ROFR Notice, and further acknowledges that the Ground Lease provides that if the Ground Lessor fails to timely respond to the ROFR Notice in accordance with Section 23 of the Ground Lease, the Ground Lessor shall be deemed to have waived the ROFR pursuant to and subject to the terms and conditions of Section 23 of the Ground Lease.

5.4.6 Within ten (10) Business Days after the Effective Date, Seller shall request from the Ground Lessor and use commercially reasonable efforts to deliver to Buyer prior to the Closing Date one (1) original estoppel certificate from the Ground Lessor in the form attached hereto as **Schedule 5.4.6** (the “**Ground Lessor Estoppel Certificate**”), which Ground Lessor Estoppel Certificate (in order to be acceptable to Buyer hereunder) shall (a) be dated not earlier than forty-five (45) days (or sixty (60) days to the extent Buyer exercises its right to extend the Closing Date by thirty (30) days) prior to the initially scheduled Closing Date, and (b) not indicate any material inconsistencies with respect to any of Seller’s representations and warranties in this Agreement, or any material defaults by the landlord or tenant under the Ground Lease; provided, however, as the Ground Lease does not specify a form of ground lessor estoppel certificate but does provide that the Ground Lessor is required to certify as to specified matters, if Seller shall fail to deliver an acceptable Ground Lessor Estoppel Certificate, then Seller shall not be in breach of this Agreement, but this condition to the obligation of Buyer to consummate the transactions contemplated by this Agreement shall not have been satisfied, and Buyer may exercise its rights under this **Section 5.4**.

5.4.7 No Tenant shall be in default under its Tenant Lease beyond any notice and/or cure period. Neither Seller nor Ground Lessor shall be in default under the Ground Lease.

5.4.8 Seller shall not have received any notice from the Applicable Legal Bodies of any change in the zoning classification or the zoning ordinances or regulations affecting the Property from that existing as of the conclusion of the Due Diligence Period that causes the Improvements to be in violation of the then zoning ordinances or regulations or that materially, adversely affects Buyer’s use of the Property as an office building.

5.4.9 Except as disclosed in this Agreement, the Property Information, Buyer’s Reports or by written notice from Seller to Buyer prior to the Closing Date, on the Closing Date, no action or proceeding shall have been instituted or be threatened before any court or governmental authority (a) that relates to the Property (excluding any actions or proceedings that result from the acts or omissions of any Tenant or Subtenant) and that if determined adversely would be reasonably likely to adversely affect the Property after the Closing, or (b) that seeks to restrain or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of, this Agreement or the consummation of the transactions contemplated herein, unless

Seller has demonstrated, to Buyer's reasonable satisfaction, that any costs and liabilities to be incurred in connection with such matters are fully covered by Seller's insurance (subject to commercially reasonable deductibles paid Seller) and Seller provides a written commitment to assign all proceeds therefrom to Buyer and add Buyer as an additional insured party under such insurance policy. If Buyer elects to proceed with Closing or has no right to terminate this Agreement hereunder, (a) Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all insurance proceeds payable with respect to damage or destruction without recourse or credit to Seller, plus a credit to Buyer for any deductible (which shall then be repaired or not at Buyer's option and cost) and the parties shall proceed to Closing pursuant to the terms hereof without modification of the terms of this Agreement, and (b) Buyer shall have the right to participate in any adjustment of any insurance claim.

5.4.10 As of the Closing Date, there shall not be pending any bankruptcy or similar insolvency proceeding against Seller or Ground Lessor.

The conditions set forth in this Section 5.4 are solely for the benefit of Buyer and may be waived only by Buyer in writing, in Buyer's sole and absolute discretion. Buyer has the right to waive any condition by giving written notice of such waiver to Seller and Escrow Agent. Such waiver or waivers must be in writing to Seller and Escrow Agent.

(a) If Seller fails to timely agree to cure or if Seller timely agrees to cure but fails to timely cure such unsatisfied conditions precedent by the Closing Date, then Buyer shall have the right to either (x) waive such unsatisfied conditions precedent and proceed to Closing without reduction in the Purchase Price, or (y) elect to terminate this Agreement by delivery of written notice to Seller on or prior to the Closing Date and, subject to Section 3.6, receive back the Deposit (and any interest accrued thereon) on the Closing Date, in which event Seller and Buyer shall have no further obligations to each other under this Agreement, except those provisions which expressly survive the termination of this Agreement.

(b) Notwithstanding the foregoing, if any failure of a condition under this Section 5.4 constitutes a breach or default of any of Seller's covenants, representations or warranties expressly set forth in this Agreement, then Seller shall remain liable for such breach or default as further set forth in Section 6.2.

(c) Notwithstanding the foregoing, if the Ground Lessor exercises the ROFR in connection with the ROFR Notice (or any updated or new ROFR Notice) or fails to consent to the assignment of the Ground Lease, to the extent required by the Ground Lease, then the same shall not be deemed a breach or default of any of Seller's covenants, representations or warranties expressly set forth in this Agreement, and upon such exercise by the Ground Lessor, this Agreement shall automatically terminate (without further action or notice on the part of Seller or Buyer), and, subject to Section 3.6, Buyer shall receive the return of the Deposit (and any interest accrued thereon) within one (1) Business Day of such termination, and Seller shall reimburse Buyer for its reasonable and documented out-of-pocket expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the negotiation of this Agreement and Buyer's due diligence efforts (provided that the amount of such reimbursement shall not exceed Thirty

Thousand Dollars (\$30,000.00)). In such event, Seller and Buyer shall have no further obligations to each other under this Agreement, except those provisions which expressly survive the termination of this Agreement.

5.5 Conditions Precedent Favoring Seller. In addition to any other condition precedent in favor of Seller as may be expressly set forth elsewhere in this Agreement, Seller's obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section 5.5 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part only by written notice of such waiver from Seller to Buyer.

5.5.1 Buyer shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer at the Closing (including, without limitation, delivery of the Purchase Price (or the balance thereof) in accordance with the terms of this Agreement).

5.5.2 On the Closing Date, all of the representations and warranties of Buyer set forth in this Agreement shall be materially true, accurate and complete as if made on the Effective Date and remade on the Closing Date (subject to such changes contemplated and/or permitted hereunder).

The conditions set forth in this Section 5.5 are solely for the benefit of Seller and may be waived only by Seller. Seller shall at all times have the right to waive any condition by giving written notice of such waiver to Buyer and Escrow Agent. Such waiver or waivers must be in writing to Buyer and Escrow Agent.

(a) If Buyer fails to agree to cure or fails to cure such unsatisfied conditions precedent by the Closing Date, Seller shall have the right to either waive such unsatisfied conditions precedent and proceed to Closing, or to elect to terminate this Agreement by written notice to Buyer (with copy to Escrow Agent), in which case, the Deposit (and any interest accrued thereon) shall immediately be returned to Buyer without any further action required from either party and neither party shall have any continuing obligations hereunder, other than the provisions of this Agreement that are expressly stated to survive the termination hereof;

(b) Notwithstanding the foregoing if any failure under this Section 5.5 constitutes a breach or default of any of Buyer's covenants, representation or warranties expressly set forth in this Agreement, then Buyer shall remain liable for such breach or default as further set forth in Section 6.1 and the Deposit shall not be delivered to Buyer.

5.6 Seller's Deliveries. At the Closing or on the date otherwise specified below, Seller shall deliver or cause to be delivered to Escrow Agent, at Seller's sole expense, each of the following items (with original signatures from all applicable parties):

5.6.1 Seller shall deliver an original, duly executed and acknowledged quit claim deed that conveys title to the Improvements to Buyer (the "Deed") and in substantially the same form as Schedule 5.6.1 attached hereto and that is otherwise recordable in the jurisdiction where the Property is located.

5.6.2 Two (2) counterpart signatures to the Assignment and Assumption of Ground Lease with respect to the Ground Lease (the “**Assignment of Ground Lease**”) duly and originally executed and acknowledged by Seller, in the form annexed hereto as **Schedule 5.6.2**, pursuant to which Seller shall convey its leasehold interest in and to the Ground Lease and its title to the Improvements, subject only to the Permitted Exceptions.

5.6.3 Two (2) counterpart signatures to the bill of sale and assignment (the “**Bill of Sale and Assignment**”) duly and originally executed and acknowledged by Seller, in the form annexed hereto as **Schedule 5.6.3** transferring, conveying, selling, assigning and setting over to Buyer all of Seller’s right, title and interest in and to the balance of the Property (other than the Tenant Leases), including without limitation: (i) the Personal Property; (ii) the Warranties and Permits; and (iii) any Assumed Contracts in accordance with the terms of this Agreement.

5.6.4 Two (2) counterpart signatures to the assignment and assumption of leases (the “**Assignment of Leases**”) duly and originally executed and acknowledged by Seller, in the form annexed hereto as **Schedule 5.6.4**, transferring, conveying, selling, assigning and setting over to Buyer all of Seller’s right, title and interest in and to the Tenant Leases.

5.6.5 Two (2) counterpart signatures to the Post-Closing Escrow Agreement as required by Section 5.10.5 below, duly and originally executed and acknowledged by Seller, in the form annexed hereto as **Exhibit E**.

5.6.6 To the extent in Seller’s possession, originals of all Tenant Leases (with all amendments and modifications thereto) relating to the Real Property.

5.6.7 Originals of all Tenant Estoppels (or other tenant estoppel certificates) obtained pursuant to Section 5.4.1.

5.6.8 One (1) original updated rent roll for the Property dated within three (3) Business Days prior to the Closing Date certified by Seller as being true, complete and accurate as of the Closing Date.

5.6.9 Copies of the written termination notices sent by Seller terminating each of the Contracts as of a date on or before the Closing Date, except for the Assumed Service Contracts.

5.6.10 Copies of the written termination agreements for any property management agreements as of a date on or before the Closing Date.

5.6.11 All keys in Seller’s possession to all locks on the Property and all documents in the possession of Seller pertaining to each Tenant, including all applications, correspondence and credit reports.

5.6.12 A non-foreign person affidavit sworn to by Seller as required by Section 1445 of the Code.

5.6.13 Copies of a Tenant Notice (as defined below) for each Tenant Lease (to be delivered in accordance with Section 5.11 below).

5.6.14 Such evidence, documents, affidavits and indemnifications (including without limitation a gap indemnity) as may be reasonably and customarily required by the Title Company as a precondition to the issuance of the Title Policies relating to: (i) mechanics' or materialmen's liens (provided, however, that representations related to mechanics' or materialmen's liens shall be limited to work performed by Seller and Seller is otherwise expressly relieved from having to make any representations as to mechanics' or materialmen's liens resulting from work performed by Tenants or Subtenants or any other third parties occupying through or under Tenants); (ii) parties in possession (provided, however, that representations related to parties in possession shall be solely limited to representations as to possession by Tenants, and only to Seller's knowledge, and Seller is otherwise expressly relieved from having to make any representations as to Subtenants and any other third parties occupying through or under Tenants); (iii) the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property; and/or (iv) any other matter reasonably and customarily required to enable the Title Company to issue the Title Policies and endorsements thereto.

5.6.15 Originals of all documents in the possession of Seller relating to the operation of the Property including all operating statements, permits, licenses, approvals, plans, specifications, guaranties and warranties, but excluding all materials provided by Seller or its counsel in connection with the transactions contemplated hereby.

5.6.16 Seller shall deliver, as applicable, any and all forms or other documentation required by the Title Company at Closing, including but not limited to the following:

(a) A State of Alabama Real Estate Sales Validation Form; and

(b) An Affidavit of Seller's Residence (Form NR-AF1) which confirms that Seller is not a nonresident of Alabama or that the conveyance of the Property is exempt from the withholding provisions of Section 40-18-86, Code of Alabama 1975 (Act 2008-504).

5.6.17 A duly executed Closing Statement (as defined below) reflecting the adjustments and prorations required by this Agreement.

5.6.18 Such evidence or documents (excluding, in all cases, a legal opinion) as may reasonably be required by Buyer evidencing the power and authority of Seller and its respective constituent owners, manager or general partner as the case may be and the due authority of, and execution and delivery by, any person or persons who are executing any of the documents required in connection with the sale of the Property.

5.6.19 One (1) original executed Ground Lessor Estoppel Certificate obtained by Seller from the Ground Lessor pursuant to Section 5.4.6.

5.6.20 An instrument signed by the Ground Lessor waiving the ROFR pursuant to the ROFR Notice (and any updated or new ROFR Notice sent pursuant to this Agreement), or delivery of a written statement from Seller to Buyer that certifies to Buyer and the Title Company that the Ground Lessor failed to timely respond under the Ground Lease to the ROFR

Notice (and any updated or new ROFR Notice sent pursuant to this Agreement) (in which event Buyer acknowledges that the ROFR shall be deemed waived by the Ground Lessor pursuant to the Ground Lease).

5.6.21 Such other instruments as may be reasonably required by Buyer or the Title Company to consummate the transactions contemplated by this Agreement (excluding any legal opinions and/or any other instruments that increase Seller's liability or obligations under this Agreement, other than to a *de minimis* amount).

5.7 Buyer's Deliveries. At the Closing, Buyer shall deliver to Escrow Agent the following items (with original signatures from all applicable parties):

5.7.1 Immediately available federal funds sufficient to pay the Purchase Price (less the Deposit and any prorations or credits required by this Agreement) and Buyer's share of all escrow costs (if any) and closing expenses.

5.7.2 Two (2) counterpart signatures to the Assignment of Ground Lease, duly executed and delivered by Buyer.

5.7.3 Two (2) counterpart signatures to the Bill of Sale and Assignment, duly executed and delivered by Buyer.

5.7.4 Two (2) counterpart signatures to the Assignment of Leases, duly executed and delivered by Buyer.

5.7.5 Two (2) counterpart signatures to the Post-Closing Escrow Agreement, duly and originally executed and acknowledged by Buyer.

5.7.6 Duly executed and acknowledged originals of the Closing Statement (as defined below).

5.7.7 Such evidence or documents (excluding, in all cases, a legal opinion) as may reasonably be required by the Title Company evidencing the status and capacity of Buyer and the authority of the person or persons who are executing the various documents on behalf of Buyer in connection with the purchase of the Property.

5.7.8 Such other instruments (excluding, in all cases, a legal opinion) as may be reasonably required to consummate the transactions contemplated by this Agreement.

5.8 Costs, Prorations and Credits.

5.8.1 Closing Costs. Buyer and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transactions contemplated hereby.

(a) Seller shall pay: (i) all costs associated with Seller's efforts to cure or remove any title objections by Buyer in accordance with the terms and conditions of this Agreement, (ii) all recordation and documentary and other similar fees resulting from the

conveyance of the Property or the transaction contemplated by this Agreement, including, without limitation, the recordation of the Assignment of Ground Lease and the Deed, and (iii) fifty percent (50%) of all charges, premiums and fees for the Title Policies and any and all endorsements to the Title Policies.

(b) Buyer shall pay: (i) all costs associated with any Inspections and the Buyer's Reports, and obtaining the Preliminary Report and UCC Searches, (ii) all of the Escrow Agent's fees, costs and expenses, (iii) the full cost of the Survey, (iv) fifty percent (50%) of all charges, premiums and fees for the Title Policies and any and all endorsements to the Title Policies, (v) all sales taxes (if any) payable with respect to the conveyance, sale, assignment or other transfer of the Personal Property to Buyer (Buyer hereby agreeing that Buyer shall not allocate any of the Purchase Price to the Personal Property, including, after the Closing Date, such obligation to survive the Closing), and (vi) all recording privilege taxes under applicable laws of the State of Alabama; provided, however, that the foregoing shall exclude any income tax of Seller.

(c) All Closing costs not described above shall be borne by Seller and Buyer, respectively, in the matter customarily borne by sellers and buyers, respectively, of real property in the county in which the Real Property is located.

5.8.2 Prorations. The following shall be prorated, credited, debited and adjusted between Seller and Buyer as of 12:01 a.m. (Central Time) on the day of Closing (except as otherwise provided) in accordance with this Section. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Closing occurs. Except as hereinafter expressly provided, all prorations shall be done on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed to the Closing Date or the actual number of days in the month in which the Closing occurs and the actual number of days elapsed in such month to the Closing Date, as applicable.

(a) Rents from Tenant Leases. Buyer will receive a credit at Closing for all rents collected by Seller prior to the Closing Date and allocable to the period from and after the Closing Date based upon the actual number of days in the month. No credit shall be given Seller for accrued and unpaid rent or any other non-current sums due from Tenants until these sums are paid, and Seller shall retain the right to collect any such rent for a period of twelve (12) months after the Closing Date, provided Seller does not have the right to sue to evict any Tenants or terminate any Tenant Leases after the Closing Date. Buyer shall reasonably cooperate with Seller after the Closing Date to collect any rent under the Tenant Leases which has accrued as of the Closing Date and any rent paid to Buyer after the Closing Date and owed to Seller pursuant to the terms of this Section 5.8.2(a) shall be promptly paid to Seller; provided, however, Buyer shall not be obligated to sue any Tenants or exercise any legal remedies under the Tenant Leases or to incur any expense over and above its own regular collection expenses. All payments collected from Tenants after the Closing Date shall first be applied to the month in which the Closing occurs, then to any rent then due to Buyer for periods after the Closing Date, and finally to any rent due to Seller for periods prior to the Closing Date.

(b) CAM Expenses. Except as set forth in Section 5.8.3, common area maintenance and other operating expenses collected by Seller (collectively, "CAM Charge(s)") shall be prorated as of the Closing Date on a lease-by-lease basis with Buyer and Seller being entitled to receive a portion of the CAM Charges payable under each Tenant Lease for the CAM Lease Year (as defined below) in which Closing occurs, which portion shall be equal to the actual CAM Charges incurred during Buyer's or Seller's respective periods of ownership during the CAM Lease Year. As used herein, the term "CAM Lease Year" means the twelve (12) month period as to which annual CAM Charges are owed under each Tenant Lease. Seller shall be responsible for the CAM Charges reconciliation on a lease-by-lease basis for its ownership period within the CAM Lease Year up to, but not including, the Closing Date. Buyer shall be responsible for the CAM Charges reconciliation on a lease-by-lease basis for its ownership period within the CAM Lease Year including the Closing Date. In the event of any expense that is included in CAM Charges (e.g., property taxes), where a proration was based upon an estimate for the calendar year in which the Closing Date occurs, a post-Closing "true up" shall be performed for such expense based on the actual amount of such expenses to determine Seller's and Buyer's obligation for their respective ownership period for the calendar year in which the Closing Date occurs. Each of Seller and Buyer shall be responsible for any CAM Charges "true up" necessary (for their respective ownership period) to the extent that any Tenant Lease provides for a "true up". If any CAM Charges paid by a Tenant under a Tenant Lease and collected by Seller were based on an estimate and the actual CAM Charges owed by such Tenant are greater than the estimated amount paid by such Tenant, then Seller shall have the right to invoice such Tenant after the Closing Date for any amounts owed to Seller for periods arising prior to the Closing Date and Buyer shall reasonably cooperate with Seller after the Closing Date to collect any such amounts owed by a Tenant under such "true up."

(c) Security Deposits. To the extent applicable, the amount of all unapplied tenant security deposits held by Seller shall be credited to Buyer based on a rental statement prepared by Seller and approved by Buyer (which statement must be consistent with the applicable Tenant Lease, the applicable Tenant Estoppel (or other permitted tenant estoppel certificate) (if delivered hereunder), and the final rent roll). From and after the Closing Date, Seller shall reasonably cooperate with Buyer, at no cost or expense to Seller, in Buyer's efforts to assign and transfer to Buyer all non-cash security held under the applicable Tenant Leases. Buyer shall have the obligation to prepare and execute any assignment and transfer document on the form attached to the letter of credit or other form provided by the issuing bank under the letter of credit, and shall have the obligation to pay (or cause the applicable Tenant to pay) any transfer fee for the transfer of the letter of credit.

(d) Property Taxes. All real property taxes for fiscal years (October 1st to September 30th) prior to the fiscal year in which the Closing Date occurs shall be fully paid by Seller (to the extent not already paid by each Tenant) on or before the Closing. To the extent not paid directly by the Tenants, real property taxes for the fiscal year in which the Closing occurs shall be prorated on the basis of the most recent assessment and levy. If real property taxes for the fiscal year in which the Closing occurs are not available as of the Closing Date and prorations of real property taxes are based upon the

most recently available real property tax bill as of the Closing Date, then the parties shall re-prorate within sixty (60) days of the receipt of the actual real property tax bill for the fiscal year in which the Closing Occurs. If after the Closing there is any retroactive increase in the real or personal property taxes or assessments imposed on the Property, and such increase relates to the tax year in which the Closing Date occurs, then such increase shall be prorated by Seller and Buyer on a per diem basis based on their respective periods of ownership during their period to which such increase applies; provided, however, if such increase relates to any tax year subsequent to the tax year during which the Closing Date occurs, then such increase shall be the obligation of Buyer, and if such increase relates to any tax year prior to the tax year in which the Closing Date occurs, then such increase shall be the obligation of Seller. Notwithstanding anything herein to the contrary, Buyer shall be responsible for any increases in property taxes or assessments that result from or are triggered by the sale of the Property to Buyer under this Agreement. Any and all refunds, credits, claims or rights to appeal respecting the amount of any real property taxes or other taxes or assessments for any period shall be prorated as of the Closing Date.

(e) Private Assessments. To the extent applicable, payments due under any assessments imposed by private covenant shall be prorated as of the Closing Date.

(f) Operating Expenses. Except as set forth in Section 5.8.3, to the extent applicable, all operating expenses (including all charges under the Contracts assumed by Buyer) shall be prorated, and as to each service provider, operating expenses payable or paid to such service provider in respect to the billing period of such service provider in which the Closing occurs (the "Current Billing Period"), shall be prorated on a per diem basis based upon the number of days in the Current Billing Period prior to the Closing Date and the number of days in the Current Billing Period from and after the Closing Date, and assuming that all charges are incurred uniformly during the Current Billing Period. If actual bills for the Current Billing Period are unavailable as of the Closing Date, then such proration shall be made on an estimated basis based upon the most recently issued bills, subject to readjustment upon receipt of actual bills.

(g) Leasing Commissions and Tenant Improvement Costs. With respect to any new Tenant Lease, and with respect to any amendment or modification of any Tenant Lease in effect as of the Effective Date, in any case, entered into after the Effective Date by Seller and with Buyer's prior written consent (or deemed consent) pursuant to Section 4.5.1, (A) if the applicable Tenant is obligated to pay rent to Seller prior to the Closing Date, then the leasing commissions and any tenant improvement allowance to be paid by the landlord under such new Tenant Lease (or such amendment or modification) shall be pro-rated between Seller and Buyer (where Seller's allocation shall be equal to the amount of the leasing commissions and any tenant improvement allowance multiplied by a fraction the numerator of which is the rent collectable from the tenant pre-Closing and the denominator of which is the total rent collectable from the tenant under such new Tenant Lease (or such amendment or modification) for the initial term of such new Tenant Lease (or such amendment or modification), and where Buyer's allocation shall be equal to the amount of the leasing commissions and any tenant improvement allowance multiplied by a fraction the numerator of which is the rent collectable from the

tenant post-Closing and the denominator of which is the total rent collectable from the tenant under such new Tenant Lease (or such amendment or modification) for the initial term of such new Tenant Lease (or such amendment or modification)); and (B) if the applicable Tenant is not obligated to pay rent to Seller under such new Tenant Lease (or such amendment or modification) prior to the Closing Date with respect to such new or extension term, Buyer shall be obligated to pay for all leasing commissions and any tenant improvement allowance under such new Tenant Lease (or such amendment or modification). Seller shall pay all leasing commissions and tenant improvement allowances for any new Tenant Lease, amendment or modification to any existing Tenant Lease which Seller has entered into in violation of Section 4.5.1.

(h) Ground Lease. Seller shall be responsible for all amounts (including without limitation base rent and additional rent) under the Ground Lease that are due and payable or that accrue before the Closing Date, including any penalties or fees for delinquency, and Buyer shall be responsible for all amounts that accrue under the Ground Lease on and after the Closing Date.

(i) Other Items. All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted.

5.8.3 Items Not Prorated. Seller and Buyer agree that (i) none of the insurance policies relating to the Property will be assigned to Buyer and Buyer shall be responsible for arranging for its own insurance as of the Closing Date; and (ii) to the extent Seller has contracted directly with any utility provider, including telephone, electricity, water, and gas, such utility shall be read on the Closing Date and Buyer shall be responsible for all the necessary actions needed to arrange for the same to be transferred to the name of Buyer on the Closing Date, including the posting of any required deposits and, if applicable, Seller shall be entitled to recover and retain from the providers of such utilities any refunds or overpayments to the extent applicable to the period prior to the Closing Date, and any utility deposits which it or its predecessors may have posted. Accordingly, there will be no prorations for debt service, insurance or utilities. In the event a meter reading is unavailable for any utility directly contracted for by Seller, such utility shall be prorated in the manner provided in Section 5.8.2(f).

5.8.4 Calculation/Re-prorations. The Escrow Agent shall prepare and deliver to Seller and Buyer no later than three (3) business days prior to the Closing Date an estimated closing statement which shall set forth all costs payable, and the prorations and credits provided for in this Agreement. Seller shall prepare and deliver to Escrow Agent all such information necessary in order for Escrow Agent to prepare and deliver the closing statement to Seller and Buyer in accordance with the foregoing provision. To the extent that Seller does not timely deliver this information to Escrow Agent, Buyer shall have the right, but not the obligation, to extend the Closing Date by the number of days Seller is delinquent in delivering such information to Escrow Agent. Any item which cannot be finally prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and adjusted when the information is available in accordance with this Section 5.8.4. Buyer shall notify Seller within two (2) Business Days after its receipt of such estimated closing statement of any items which Buyer disputes and the parties shall attempt in good faith to reconcile any differences not later than one (1) Business Day before the Closing Date. The

estimated closing statement as adjusted as aforesaid and approved in writing by the parties shall be referred to therein as the “ **Closing Statement** ”. If the prorations and credits made under the Closing Statement shall prove to be incorrect or incomplete for any reason, then either party shall be entitled to an adjustment to correct the same; provided, however, that any adjustment shall be made, if at all, within sixty (60) days after the Closing Date except with respect to CAM Charges, taxes and assessments, in which case such adjustment shall be made prior to the date that is six (6) months after the Closing Date, and if a party fails to request an adjustment to the Closing Statement by a written notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the prorations and credits set forth in the Closing Statement shall be binding and conclusive against such party.

5.8.5 Indemnification. Buyer and Seller shall each indemnify, protect, defend and hold the other harmless from and against any claim in any way arising from the matters for which the other receives a credit or otherwise assumes responsibility pursuant to this Section.

5.8.6 Survival. The provisions of this Section 5.8 shall survive the Closing.

5.9 Distribution of Funds and Documents. At Closing, following Escrow Agent’s receipt of written authorization to proceed from Buyer and Seller, in the order and manner herein below indicated, take the following actions, subject to the terms of each of Buyer’s and Seller’s closing instruction letters and written authorization to proceed:

5.9.1 Payment of Encumbrances. Pay the amount of those monetary liens that are not permitted as part of Seller Monetary Encumbrances, utilizing proceeds of the Purchase Price to which Seller shall be entitled upon Closing and funds (if any) deposited in Escrow by Seller.

5.9.2 Recorded Documents. Record each document received hereunder that is required to be recorded with the Office of the Judge of Probate of Cullman County, or otherwise and deliver by overnight courier (or as otherwise requested by the intended recipient) (together with the documents set forth in Section 5.9.3) a copy of each recorded document, conformed to show the recording data thereon, to each party hereto.

5.9.3 Non-Recorded Documents. Deliver by overnight courier (or as otherwise requested by the intended recipient): (i) the Title Policies to Buyer; (ii) each other non-recorded document received hereunder to the payee or person acquiring rights thereunder or for whose benefit said document was acquired; (iii) a copy of each recorded document, conformed to show the recording data thereon, to each party; and (iv) a fully executed original of each other closing document.

5.9.4 Distribution of Funds. Deliver (i) to Seller, or order, the cash portion of the Purchase Price, adjusted for prorations, charges and other credits and debits provided for herein; and (ii) to Buyer, any excess funds delivered to Escrow Agent by Buyer. Such funds shall be delivered by wire transfer or cashier’s check in accordance with instructions for Seller and Buyer; if no instructions are given, Escrow Agent shall deliver such funds by Escrow Agent’s check via overnight courier (or as otherwise requested by the intended recipient) to the

appropriate party at the address set forth for notice in this Agreement and the parties' closing instruction letters.

5.9.5 Completion of Documents. Escrow Agent is authorized to insert the date of Closing and otherwise to complete the documents deposited in Escrow, where appropriate and consistent with this Agreement.

5.10 Post-Closing Holdback Escrow. Withhold, for a period of two hundred seventy (270) days following Closing, from proceeds which would otherwise be distributed to Seller, the sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) (the "**Holdback**"). The Holdback shall be held and disbursed by Escrow Agent in compliance with an Escrow Holdback Agreement to be executed and delivered at Closing by Buyer, Seller and Escrow Holder in the form attached hereto as **Exhibit E** (the "**Post-Closing Escrow Agreement**").

5.11 Possession and Tenant Notices. Possession of the Property shall be delivered to Buyer by Seller at Closing. Seller and Buyer covenant and agree to execute at Closing a written notice (each a "**Tenant Notice**") of the acquisition of the Property by Buyer, in sufficient copies for transmittal to each Tenant affected by the sale and purchase of the Property and properly addressed to each Tenant. Each Tenant Notice shall be prepared by Seller, at Seller's cost and expense, and reasonably approved by Buyer, shall notify the Tenants of the sale and transfer and the assignment of such Tenant's security deposit under the Tenant Lease, and shall contain appropriate instructions relating to the payment or receipt of future rentals, the giving of future notices and other matters reasonably required by Buyer or required by law. Buyer agrees to provide Seller with appropriate instructions relating to the payment and receipt of future rentals, the giving of future notices and other matters reasonably required by Buyer prior to the Closing Date. Unless a different procedure is required by applicable law, in which event such law shall be controlling, Seller agrees to transmit or otherwise deliver such Tenant Notices to the applicable Tenants under the Tenant Leases promptly after the Closing.

ARTICLE 6 TERMINATION AND DEFAULT

6.1 Buyer Default.

6.1.1 If Closing fails to occur on the Closing Date because Buyer fails to perform any of its material obligations or is otherwise in material default under any of Buyer's obligations under Section 5.6, and Seller has performed or tendered performance of all of its material obligations in accordance with this Agreement, then, provided that Seller shall have delivered notice of such material failure or material default to Buyer, and Buyer shall not have remedied or cured such material failure or material default within ten (10) Business Days after receipt of such notice, in which event the Closing Date shall be automatically extended (without the need for any action on the part of Buyer or Seller) to the Business Day after the earlier of the date Buyer remedies or cures such material default in all material respects or the expiration of such ten (10) Business Day period, (i) Seller shall have the right (but not the obligation) to terminate this Agreement upon written notice of such termination to Buyer; (ii) the Deposit (and any and all interest thereon) shall be paid to and retained by Seller as liquidated damages as its sole and exclusive remedy; and (iii) Seller and Buyer shall have no further obligations to each

other under this Agreement except those provisions which expressly survive the termination of this Agreement. Notwithstanding anything in this Section 6.1.1 to the contrary, Buyer shall not have any cure period, and Seller will not be required to deliver any notice to Buyer, with respect to Buyer's failure to perform on the Closing Date due to Buyer's failure to deliver into Escrow the balance of the Purchase Price owed by Buyer as of the Closing Date and/or Buyer's failure to deliver its required, executed signature pages to the closing documents, and in the case of any such failure on the part of Buyer (i) Seller shall have the immediate right (but not the obligation) to terminate this Agreement upon written notice of such termination to Buyer; (ii) the Deposit (and any and all interest thereon) shall be paid to and retained by Seller as liquidated damages as its sole and exclusive remedy; and (iii) Seller and Buyer shall have no further obligations to each other under this Agreement except those provisions which expressly survive the termination of this Agreement.

6.1.2 BUYER AND SELLER ACKNOWLEDGE THAT THE DAMAGES TO SELLER IN THE EVENT OF A BREACH OF THIS AGREEMENT BY BUYER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES THAT WOULD BE SUFFERED BY SELLER IF THE TRANSACTION SHOULD FAIL TO CLOSE AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT AND UNDER THE CIRCUMSTANCES THAT SELLER AND BUYER REASONABLY ANTICIPATE WOULD EXIST AT THE TIME OF SUCH BREACH. BUYER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE DEPOSIT (AND INTEREST EARNED THEREON) SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY, AT LAW AND IN EQUITY, FOR BUYER'S FAILURE TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR REASONABLE OUT-OF-POCKET ATTORNEY'S FEES IN CONNECTION WITH ANY LEGAL PROCEEDINGS INSTITUTED BY SELLER TO ENFORCE THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXTENT SELLER IS THE PREVAILING PARTY.

6.2 Seller's Default.

6.2.1 If at, or prior to, Closing, Seller fails to perform any of its material obligations or is otherwise in material default hereunder or willfully causes the failure of a condition precedent pursuant to Section 5.4 hereof (each, a "**Pre-Closing Default**", and collectively, the "**Pre-Closing Defaults**"), and Buyer has performed or tendered performance of all of its material obligations in accordance with this Agreement, then, provided that Buyer shall have delivered notice of such Pre-Closing Default to Seller, and Seller shall not have remedied or cured such Pre-Closing Default within ten (10) Business Days (or such longer period (not to exceed thirty (30) days in the aggregate) if the Pre-Closing Default cannot reasonably be remedied or cured within the initial ten (10) Business Day period and Seller is diligently pursuing a remedy or cure to such Pre-Closing Default) after receipt of such notice, in which event the Closing Date shall be automatically extended (without the need for any action on the part of Buyer or Seller) to the Business Day after the earlier of the date Seller remedies or cures such Pre-Closing Default(s) or the expiration of such ten (10) Business Day period (or such

longer period (not to exceed thirty (30) days in the aggregate) if the Pre-Closing Default cannot reasonably be remedied or cured within the initial ten (10) Business Day period and Seller is diligently pursuing a remedy or cure to such Pre-Closing Default), Buyer shall have the right by written notice to Seller at the Buyer's sole option and by written notice to Buyer, to elect any or all of the following as its sole remedies:

(a) Waive such Pre-Closing Default and proceed to the Closing with no reduction in the Purchase Price and tender the actual Purchase Price to Seller; provided, however, that this provision will not limit (other than with respect to such Pre-Closing Default for which Buyer shall be deemed to have waived all of Seller's obligations and Buyer's right and remedies with respect thereto) Buyer's right to receive reimbursement for attorney's fees subject and pursuant to Section 9.8 below in connection with any legal proceedings instituted by any party or Escrow Agent with respect to the enforcement of this Agreement, nor waive or affect any of Seller's other obligations under this Agreement to be performed after the Closing or Buyer's rights to enforce those obligations.

(b) Subject to the provisions of this Section 6.2, institute an action for specific performance to cause Seller to convey the Property to Buyer pursuant to the terms and conditions of this Agreement; provided, however, Seller shall not be liable for any consequential, punitive or other damages under this Agreement. Notwithstanding anything herein to the contrary, if specific performance is unavailable or impractical due to Seller's conveyance of the Property to a third party in violation of the terms and conditions of this Agreement, then Buyer shall have all remedies at law or in equity.

(c) Terminate this Agreement by notice to Seller and Escrow Agent to that effect, in which event (i) this Agreement shall terminate; (ii) the Deposit (and any and all interest thereon) shall be returned and paid to Buyer; (iii) Seller shall reimburse Buyer (within thirty (30) days of receipt of invoices from Buyer evidencing Buyer's actually incurred out-of-pocket costs) for Buyer's actually incurred out-of-pocket costs in conjunction with this Agreement and Buyer's due diligence efforts (including, but not limited to reasonable attorneys' fees and Buyer's due diligence efforts and which reimbursement shall not be subject to the \$25,000.00 threshold limitation set forth in Section 6.2.2(b) but which reimbursement obligation shall be subject to a cap of Fifty Thousand and No/100 Dollars (\$50,000.00) in the aggregate); and (iv) Seller and Buyer shall have no further obligations to each other under this Agreement except those provisions which expressly survive the termination of this Agreement.

Notwithstanding anything in this Section 6.2.1 to the contrary, Seller shall not have any cure period, and Buyer will not be required to deliver any notice to Seller, with respect to Seller's failure to perform on the Closing Date due solely to Seller's failure to deliver its required, executed signature pages to the closing documents, and in the case of any such failure on the part of Seller, the provisions of clause (c) of this Section 6.2.1 shall apply.

6.2.2 Notwithstanding anything to the contrary set forth in this Agreement, the following shall apply with respect to any claim by Buyer that Seller has materially failed to perform any of its obligations or is otherwise in material default hereunder:

(a) If Buyer has actual knowledge of any material breach of any representation, warranty or covenant of Seller under this Agreement prior to Closing (as shown in a writing (including, without limitation, any document) provided to Buyer or which writing (including, without limitation, any document) is in Buyer's possession, it being agreed that, for purposes of this Section 6.2.2(a), information set forth or otherwise contained in documents and instruments furnished to Buyer by or on behalf of Seller and uploaded on a database by Seller or on behalf of Seller that is made available to Buyer in connection with Buyer's due diligence of the Property and documents and instruments furnished by Seller's counsel to Buyer (or its counsel), shall be deemed to be information which have been provided to Buyer and/or in Buyer's possession) but Buyer nevertheless proceeds to Closing on the Closing Date, then, notwithstanding anything to the contrary set forth herein, Seller shall have no liability or obligation under this Agreement, at law or in equity with respect to any and all such breaches.

(b) Buyer shall not pursue any claim under this Agreement (including, without limitation, after Closing) against Seller for damages that are less than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00); provided, that with respect to any claims in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), Buyer shall be entitled to seek recovery of the full amount of such claims (subject to Seller's Liability Cap). Further, the maximum amount of liability that Seller shall have to Buyer in all circumstances for any and all surviving obligations under the Representation Documents (including, without limitation, any obligation or liability arising out of any of the representations and warranties of Seller that survives Closing, any obligation or liability arising out of any of the representations, warranties and/or covenants of Seller in any Representation Document, under any transfer documents, any indemnification or other obligation or liability contained herein or in a Representation Document that is specifically stated to survive Closing, and any indemnification or other obligation or other liability under any other document or instrument delivered by Seller to Buyer in connection with the Closing, and any of Buyer's legal fees, costs, and/or expenses arising out of the foregoing) shall not exceed, in the aggregate, Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) ("**Seller's Liability Cap**").

(c) In no event shall Seller be liable for any incidental, consequential, indirect, punitive, special or exemplary damages, or for lost profits, or unrealized expectations or other similar claims, and in every case Buyer's recovery for any claims referenced in this Agreement shall be net of any insurance proceeds paid to Buyer and any indemnity, contribution or other similar payment then recovered by Buyer from any insurance company, tenant, or other third party for such damage. To the extent any of such insurance proceeds or any indemnity, contribution or other similar payments are paid after Seller's payment to Buyer of claims hereunder, then (i) in the event such payments are made to Seller, Seller shall have the right to keep such payments, and (ii) in the event such payments are made to Buyer, Buyer shall promptly pay the same to Seller.

ARTICLE 7 CASUALTY DAMAGE OR CONDEMNATION

7.1 Casualty. If the Improvements are damaged by one or more casualties prior to the Closing and such casualties, in the aggregate, result in loss or damage in an amount valued greater than Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00), then Buyer shall have the sole option to elect either to:

(a) acquire the Property as is (without reduction in the Purchase Price) on the Closing Date, plus an assignment without recourse or credit of any insurance proceeds payable to Seller by virtue of such loss or damage plus a credit for any deductible under said policy; or

(b) terminate this Agreement and, subject to Section 3.6, receive back the Deposit (and any interest accrued thereon), in which event Seller and Buyer shall have no further obligations to each other under this Agreement except those provisions which expressly survive the termination of this Agreement.

Such right must be exercised within ten (10) days from the date Seller provides Buyer with notice of the loss of the event giving rise to such right. If Buyer fails to provide notice of an election, then Buyer shall have been deemed to elect under clause (b) above. Notwithstanding the foregoing, if the Improvements are damaged by casualty prior to the Closing and the casualty does not result in loss or damage in an amount valued greater than Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00), then Buyer shall be required to acquire the Property as is (without reduction in the Purchase Price) on the Closing Date; provided, however, Buyer shall receive an assignment without recourse or credit of any insurance proceeds payable to Seller by virtue of such loss or damage plus a credit for any deductible under said policy.

7.2 Condemnation. If any portion of the Real Property is subject to a condemnation proceeding prior to the Closing, at Buyer's sole option, Buyer shall have the right to elect either to (a) terminate this Agreement and, subject to Sections 3.6, receive back the Deposit (and any interest accrued thereon), in which event Seller and Buyer shall have no further obligations to each other under this Agreement, except those provisions which expressly survive the termination of this Agreement, or (b) acquire the Property (without reduction in the Purchase Price) on the Closing Date, plus an assignment without recourse or credit of any condemnation proceeds payable to Seller by virtue of such condemnation. Such right must be exercised within ten (10) days from the date Seller provide Buyer with notice of the loss of the event giving rise to such right. If Buyer fails to provide notice of an election, then Buyer shall have been deemed to elect under clause (a) above.

ARTICLE 8 REAL ESTATE COMMISSION

Buyer and Seller each represents and warrants to the other that Buyer and Seller have not dealt with any broker in connection with the transactions set forth in this Agreement other than CBRE Inc. (d/b/a CBRE Healthcare Capital Markets) ("Broker"), which Seller represents and warrants shall be paid a fee or commission by Seller pursuant to a separate agreement between Seller and Broker. Each party agrees to indemnify and hold harmless the other for, from and against any and all breach of the representation(s) and warranty(ies) made by it in this Article and any and all actual, out-of-pocket claims, demands or the cost or expense thereof, including

reasonable attorney's fees, arising out of any broker's commission, fee or other compensation due or alleged to be due in connection with the transactions contemplated by this Agreement based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party, other than Broker. The foregoing indemnification obligation of the parties shall survive the Closing or the earlier termination of this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties. All Exhibits and Schedules annexed hereto are a part of this Agreement and are incorporated herein by reference.

9.2 Binding On Successors and Assigns. Subject to Section 9.3, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.3 Assignment by Buyer. Except as expressly provided herein, Buyer shall not have the right to assign this Agreement or its rights hereunder without Seller's prior written consent, which consent can be withheld in Seller's sole discretion. If Seller consents to any assignment, then no further assignments shall be permitted except as provided above. No assignment by Buyer of this Agreement or its rights under this Agreement (with or without Seller's required consent as aforesaid) shall release the named Buyer from any obligation under this Agreement. Any direct or indirect transfer of fifty percent (50%) or more of the beneficial ownership interest in Buyer and/or any change in control of Buyer shall constitute an assignment of Buyer's interest under this Agreement and shall require Seller's prior consent. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement, or its rights hereunder, without Seller's prior consent (but with five (5) Business Days' prior notice to Seller) to an affiliate of Buyer. For purposes of this Section 9.3, an "affiliate" of Buyer shall mean a party that (a) Controls, (b) is under the Control of, or (c) is under common Control with, the Buyer. "Control" or "control" shall mean (i) direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation or other majority equity and control interest if not a corporation and the possession, directly or indirectly, of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract, or (ii) direct or indirect ownership of one hundred percent (100%) of the outstanding voting stock of a corporation or one hundred percent (100%) equity interest if not a corporation, together with possession, directly or indirectly, of the power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract, by the persons that are the direct or indirect owners of Buyer as of the Effective Date. Seller shall not assign this Agreement.

9.4 Waiver. The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of

this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

9.5 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Alabama without regard to the principles of conflicts of law.

9.6 Counterparts. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. Originals transmitted by facsimile or electronic mail shall be considered original in all respects.

9.7 Notices. All notices, demands and other communications of any type given by any party hereunder, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 9.7. All notices shall be in writing and shall be delivered (i) by courier; (ii) by Federal Express or other nationally recognized overnight delivery service; or (iii) by e-mail. Unless otherwise expressly provided herein, notices delivered by e-mail must be followed by confirmation via Federal Express or other nationally recognized overnight delivery service. Notices shall be deemed given and received (1) if by courier, upon delivery or refusal of same; (2) if by Federal Express or other nationally recognized overnight delivery service, the business day following deposit; and (3) immediately following e-mail transmission. Any notice received on a non-business day or after 5:00 p.m. Central Time on a Business Day shall be deemed received on the next business day. Notices shall be given to the following addresses:

To Seller: c/o Seavest Healthcare Properties, LLC
707 Westchester Avenue, Suite 401
White Plains, New York 10604
Attn: Malika Basheer
Phone: (914) 683-8474
Email: MBasheer@seavesthpc.com

And with a copy to: Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, Pennsylvania 19103-6996
Attn: Lisa A. Sher, Esq.
Phone: (215) 988-3346
Email: lisa.sher@dbr.com

To Buyer: c/o American Healthcare Investors
18191 Von Karman Avenue, Suite 300
Irvine, California 92612
Attention: Danny Prosky
Telephone: (949) 270-9201
Facsimile: (949) 474-0442
E-mail: DProsky@ahinvestors.com

And with a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Baker Donelson Center, Suite 800
211 Commerce Street
Nashville, TN 37201
Attn: Elizabeth Sauer, Esq.
Phone: (615) 726-5745
Facsimile: (615) 744-5745
E-mail: esauer@bakerdonelson.com

To Escrow Agent to: Chicago Title Insurance Company
2828 Routh Street, Suite 800
Dallas, TX 75201
Attn: Shannon Bright, Commercial Escrow Officer
Telephone: (214) 965-1719
E-mail: BrightS@ctt.com

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section 9.7. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

9.8 Attorneys' Fees. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including, without limitation, reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

9.9 IRS Real Estate Sales Reporting. Buyer and Seller agree that Escrow Agent shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, including without limitation, IRS Form 1099-S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

9.10 Time Periods. If the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day.

9.11 Modification of Agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by the party against whom enforcement is sought.

9.12 Survival of Provisions After Closing. Any provisions of this Agreement that require observance or performance after the Closing Date shall continue in force and effect following the Closing Date, subject to any applicable limitations on survival contained herein.

9.13 Further Instruments. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

9.14 Descriptive Headings; Word Meaning. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as “herein,” “hereinafter,” “hereof” and “hereunder” when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word “including” shall not be restrictive and shall be interpreted as if followed by the words “without limitation.”

9.15 Business Day. As used herein, the term “**Business Day**” means any day other than Saturday, Sunday and any day which is a legal holiday in the State of Alabama and/or New York.

9.16 Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

9.17 Severability. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written (other than provisions relating to the “Conditions Precedent Favoring Seller” as provided for in Section 5.6 or the “Conditions Precedent Favoring Buyer” as provided for in Section 5.4), then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision were not contained herein, and that the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

9.18 Exclusivity. From and after the Effective Date, Seller and its respective agents, representatives and employees shall immediately cease all marketing of the Property until such

time as this Agreement is terminated and Seller shall not directly or indirectly make, accept, negotiate, entertain or otherwise pursue any offers for the sale of the Property.

9.19 Confidentiality.

9.19.1 Unless and until the Closing occurs hereunder, neither Buyer nor Seller will make, or permit anyone to make on their behalf, any public statement or public comment with respect to this Agreement (other than solely in connection with any litigation instituted by a party hereunder to enforce such party's rights hereunder), the Buyer's Reports, and the transactions contemplated hereby, that is intended for public distribution or made to any newspaper, trade publication, or other print or other media, without the approval by the other party as to such disclosure and the information to be disclosed, which approval shall not be unreasonably withheld or delayed.

9.19.2 Unless and until the Closing occurs hereunder, Buyer and Seller, and their respective agents shall maintain the confidentiality of all documents, instruments and information obtained by Buyer (including the Buyer's Reports) or Seller, as applicable, or such agents hereunder or otherwise in connection with the proposed acquisition of the Property and shall not, without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, disclose any of such information to any other person or use any of such information for any purpose other than as contemplated herein. Notwithstanding the foregoing, Buyer and Seller may disclose any of such information to (i) the Existing Lender, the Tenants, and their respective officers, directors, employees, agents, attorneys, accountants, consultants, engineers and other professionals to whom such disclosure is reasonably necessary for the investigation of the Property and/or consummation of the transactions contemplated hereby, provided that each such person is advised to maintain such information in a confidential manner, (ii) as otherwise may be required by applicable law, and (iii) to the Ground Lessor in connection with the ROFR Notice and/or as otherwise required under the Ground Lease.

9.20 Waiver of Jury Trial. To the extent allowable by law, Seller and Buyer hereby irrevocably and unconditionally waive any and all right to trial by jury in any action, suit or counterclaim arising in connection with, out of or otherwise relating to this Agreement. The provisions of this Section 9.20 shall survive the Closing or the termination hereof.

9.21 Venue and Jurisdiction. BUYER AND SELLER HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE STATE COURT OF ALABAMA OR ANY FEDERAL COURT SITTING IN THE JURISDICTION OF CULLMAN COUNTY, THE STATE OF ALABAMA, OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREE THAT VENUE FOR ANY SUCH ACTION OR PROCEEDING SHALL BE IN THE STATE OF ALABAMA. BUYER AND SELLER EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO SUCH VENUE AS BEING AN INCONVENIENT FORUM.

9.22 Further Assurances. Subsequent to Closing, each party shall execute and deliver to the other such further documents and instruments as either party may reasonably request of the other in order to confirm or implement the terms of this Agreement (provided the same does not

increase the liability of the party so being requested to execute and deliver such further instruments or documents).

9.23 Indemnification Obligations. If any claim, action or proceeding is made or brought against Seller or Buyer and such party (the “ **Indemnitee** ”), as a result of such claim, action or proceeding, is entitled to indemnification from the other party (“ **Indemnitor** ”) pursuant to the terms and conditions of this Agreement (an “ **Indemnified Claim** ”), then, upon demand by the Indemnitee, Indemnitor, at its sole cost and expense, shall indemnify, protect, defend and hold the Indemnitee harmless from any liability with respect to any such Indemnification Claim with the engagement of counsel as the Indemnitee shall approve, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Indemnitee shall also have the right to retain its own attorneys to defend or assist in defending any such claim, action or proceeding either involving potential liability of One Hundred Thousand and No/100 Dollars (\$100,000.00) or more, or if, in the Indemnitee’s reasonable judgment, such counsel faces a conflict, whether because of differing defenses available to Indemnitor and Indemnitee or any other reason, and, in each such case, Indemnitor shall pay the reasonable fees and disbursements of such attorneys. Notwithstanding anything contained in this Agreement to the contrary, (A) no Indemnitor shall have any liability for any consequential, indirect or punitive damages that are suffered by an Indemnitee, and (B) the Indemnitor shall not be required to indemnify the Indemnitee, and hold the Indemnitee harmless, in either case as aforesaid, to the extent that the gross negligence or willful misconduct of Indemnitee contributed to the loss or damage sustained by the party making the Indemnified Claim against the Indemnitee. Indemnitee shall not consent to the entry of any judgment or award regarding an Indemnified Claim, or enter into any settlement regarding such Indemnified Claim, except in either case with the prior approval of the Indemnitor, which approval shall not be unreasonably withheld, conditioned or delayed by the Indemnitor. The provisions of this Section 9.23 shall survive the Closing and the expiration or earlier termination of this Agreement.

9.24 Buyer’s Disclosures. Seller acknowledges that it is Buyer’s intention that the ultimate acquirer be a subsidiary of a corporation that is or intends to qualify as a real estate investment trust and that, as such, it is subject to certain filing and reporting requirements in accordance with federal laws and regulations, including but not limited to, regulations promulgated by the Securities and Exchange Commission. Accordingly, and notwithstanding any provision of this Agreement or the provisions of any other existing agreement between the parties hereto to the contrary, Buyer may publically file, disclose, report or publish any and all information related to this transaction that may be reasonably interpreted as being required by federal law or regulation or, subject to Seller’s prior written approval not to be unreasonably withheld, as Buyer otherwise elects. With respect to disclosures not required by law, Buyer hereby agrees to (a) provide Seller with as much advance notice as reasonably possible with respect to the nature of such disclosure, (b) reasonably cooperate with Seller as to the timing and contents of such disclosure, and (c) review in good faith suggestions made by Seller with respect to the contents of such disclosure; provided, however that Seller shall not unreasonably withhold its consent and Seller shall be deemed to have approved such disclosure if it fails to respond within seven (7) business days after receiving the proposed disclosure from Buyer.

9.25 Intentionally Omitted.

9.26 Board Approval. Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligation to purchase the Property is conditioned upon the approval by the Board of Directors of each of the REITs (the "**Board**") prior to expiration of the Due Diligence Period, which approval may be given or denied in the Board's sole and absolute discretion (such condition, the "**Board Approval Condition**"). In the event such approval is not given and Buyer delivers the Termination Notice prior to the end of the Due Diligence Period, then this Agreement shall terminate, the Deposit shall be returned to Buyer without any further action required from either party, and Seller and Buyer shall thereupon be discharged from any further liability to the other arising from this Agreement (except with respect to provisions of this Agreement which recite that they survive termination). Buyer's failure to deliver the Termination Notice shall constitute (i) a waiver by Buyer of the Board Approval Condition, and (ii) a representation and warranty from Buyer to Seller that Buyer has satisfied the Board Approval Condition and obtained its required Board approval.

[Remainder of page intentionally left blank; signatures to follow on next pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Seller :

CULLMAN POB III LLC, an Alabama limited liability company

By: SP III Cullman, LLC, a Delaware limited liability
company, its sole member

By: Seavest Healthcare Properties, LLC, a Delaware
limited liability company, its non-member manager

By: Seavest Inc., a New York corporation, its
non-member manager

By: /s/ Douglas F. Ray

Name: Douglas F. Ray

Title: President/Co-CEO

[Signature Pages Continue]

[Signature Page of Seller to Purchase and Sale Agreement and Escrow Instructions]

Buyer :

GAHC4 CULLMAN AL MOB III, LLC,
a Delaware limited liability company

By: Griffin-American Healthcare REIT IV Holdings, LP
a Delaware limited partnership, Its Sole Member,

By: Griffin-American Healthcare REIT IV, Inc.,
a Maryland corporation, Its General Partner,

By: /s/ Danny Prosky

Name: Danny Prosky

Title: President and Chief Operating Officer

[Signature Pages Continue]

[Signature Page of Buyer to Purchase and Sale Agreement and Escrow Instructions]

CONSENT OF ESCROW AGENT

The undersigned Escrow Agent hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Agent under said Agreement and (iii) be bound by said Agreement in the performance of its duties as Escrow Agent; provided, however, the undersigned shall have no obligations, liability or responsibility under (i) this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned or (ii) any amendment to said Agreement unless and until the same shall be accepted by the undersigned in writing.

CHICAGO TITLE INSURANCE COMPANY

By: /s/ Shannon Bright
Name: Shannon Bright
Title: Escrow Officer

Date of Execution by Escrow Agent: August 11, 2016

[End of Signature Pages]

[Signature Page of Escrow Agent to Purchase and Sale Agreement and Escrow Instructions]

**THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“ **Third Amendment** ”) is made and entered into effective as of August 11, 2016, by and among **6700 N. ROCHESTER, LLC** , a Michigan limited liability company (“ **Seller** ”); **GAHC4 ROCHESTER HILLS MI MOB, LLC** , a Delaware limited liability company (“ **Buyer** ”); and **CHICAGO TITLE INSURANCE COMPANY** (“ **Escrow Agent** ”).

Recitals

WHEREAS , Seller and Buyer entered into that certain Real Estate Purchase Agreement and Escrow Instructions, dated as of June 20, 2016, as amended by that certain First Amendment to Real Estate Purchase Agreement and Escrow Instructions, dated as of July 19, 2016, as further amended by that certain Second Amendment to Real Estate Purchase Agreement and Escrow Instructions, dated as of August 1, 2016 (collectively, the “ **Purchase Agreement** ”); and

WHEREAS , Seller and Buyer seek to amend the Purchase Agreement as set forth below.

Agreement

NOW, THEREFORE , in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated in their entirety. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Due Diligence Period. Seller and Buyer have agreed to extend the Due Diligence Period to Wednesday, September 7, 2016. Accordingly, Section 3.2 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

3.2 Due Diligence Period. Buyer shall have until 6:00 p.m. EDT on Wednesday, September 7, 2016 (the “ **Due Diligence Period** ”) to physically inspect the Property, review the economic data, conduct appraisals, perform examinations of the physical condition of the Improvements, conduct environmental inspections of the Property, as permitted in Section 3.1, supra, and to otherwise conduct such due diligence review of the Property and all of the items to be furnished by Seller to Buyer pursuant to Section 3.3, infra, and all records and other materials related thereto as Buyer deems appropriate.

3. Buyer’s Title Defect Notice. Seller and Buyer have agreed that in connection with the extension of the Due Diligence Period contained in this Third Amendment, Buyer’s Title Defect Notice shall be noticed to Seller in writing no later than Tuesday, August 23, 2016.

4. Ratifications. Except as specifically herein amended, all terms, provisions, conditions and exhibits contained in the Purchase Agreement are hereby confirmed, ratified and restated and shall remain unmodified and in full force and effect. In the event that any provision of this Third Amendment shall conflict with the terms, provisions, conditions, and exhibits of the Purchase Agreement, the terms of this Third Amendment shall govern and control.

5. Counterparts; Signatures. This Third Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts when taken together shall constitute but one and the same Third Amendment. Signatures to this Third Amendment transmitted in .pdf (portable document format), via electronic mail or other electronic means shall be treated as originals in all respects for purposes of this Third Amendment. Seller and Buyer further agree that the acknowledgement of this Third Amendment by Escrow Agent is not required for this Third Amendment to be binding and effective as between Seller and Buyer.

6. Successors and Assigns. This Third Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

{Signatures appear on the following pages}

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date indicated in the preamble above.

BUYER:

GAHC4 ROCHESTER HILLS MI MOB, LLC,
a Delaware limited liability company

By: Griffin-American Healthcare REIT IV Holdings,
LP, Its Sole Member

By: Griffin-American Healthcare REIT IV,
Inc., a Maryland corporation,
Its General Partner

By: /s/ Jeffrey T. Hanson
Name: Jeffrey T. Hanson
Title: Chief Executive Officer

[*Signature Page to Third Amendment – Signatures Continue on Following Pages*]

SELLER:

6700 N. ROCHESTER, LLC,
a Michigan limited liability company

By: /s/ Stacy Richards

Name: Stacy Richards

Its: Member

[Signature Page to Third Amendment – Signatures Continue on Following Page]

The undersigned Escrow Agent acknowledges the foregoing Third Amendment:

CHICAGO TITLE INSURANCE COMPANY

By: /s/ Shannon Bright
Name: Shannon Bright
Its: Escrow Officer

[Signature Page to Third Amendment]