

**TERMINATION OF ACCESS LICENSE AGREEMENT**  
**(Permanent Facilities)**

**THIS TERMINATION OF ACCESS LICENSE AGREEMENT** (the "**Termination**") is made and entered into effective as of the last date that each Party (as defined herein) has executed this Termination (the "**Effective Date**") by and among **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company ("**LNLC**"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("**County**"), and **SANFORD BURNHAM PREBYS MEDICAL DISCOVERY INSTITUTE**, a California nonprofit public benefit 501(c)(3) corporation (f/k/a Burnham Institute for Medical Research) ("**Burnham**") (LNLC, County, and Burnham are referred to herein individually as a "**Party**" and collectively as the "**Parties**").

**WITNESSETH:**

**WHEREAS**, LNLC, County and Burnham entered into that certain Access License Agreement dated May 7, 2007 (the "**Agreement**"); and

**WHEREAS**, the Parties desire to terminate the Agreement as of the Effective Date.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The Parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this Termination as if fully set forth herein.
2. **Termination.** The Parties hereby terminate the Agreement and agree that the Agreement shall be of no further force or effect as of the Effective Date. The Parties acknowledge and agree that neither Party shall have any further rights or obligations under the Agreement from and after the Effective Date.
3. **Entire Agreement.** This Termination constitutes the entire agreement between the Parties with respect to the matters contemplated herein, and it supersedes all prior understandings or agreements between the Parties.
4. **Governing Law.** This Termination shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought as a result of this Termination shall be in Orange County, Florida.
5. **Headings.** The paragraph headings set forth in this Termination are for convenience of reference only and shall not be deemed to vary the content of this Termination or limit the provisions or scope of any paragraph herein.
6. **Attorney's Fees and Costs.** The Parties expressly agree that each Party shall bear the cost of its own attorney's fees in connection with any dispute arising out of this Termination, or the breach, enforcement, or interpretation of this Termination, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of

whether such attorney's fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

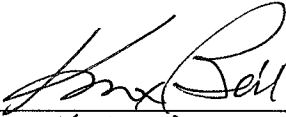
7. **Severability.** This Termination is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Termination or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Termination and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

8. **Agreement Construction.** The Parties acknowledge and agree that this Termination was prepared after substantial negotiations between the Parties and that this Termination shall not be interpreted against either Party solely because such Party or its counsel drafted the Termination.

9. **Counterparts.** This Termination may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

IN WITNESS WHEREOF, the Parties hereto have executed this Termination as of the Effective Date.

	<p><b>"Burnham"</b></p> <p><b>SANFORD BURNHAM PREBYS MEDICAL DISCOVERY INSTITUTE</b>, a California nonprofit public benefit 501(c)(3) corporation (f/k/a Burnham Institute for Medical Research)</p> <p>By: </p> <p>Name: <u>Knox Bell</u></p> <p>Title: <u>Corporate Secretary</u></p> <p>Date: <u>August 24, 2018</u></p>
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**"LNLC"**

**LAKE NONA LAND COMPANY, LLC,**  
a Florida limited liability company

By: 

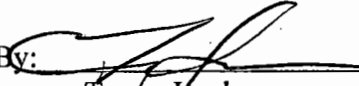
Rasesh Thakkar, Vice President

Date: August 27, 2018

**"County"**


**ORANGE COUNTY**, a charter county and political subdivision of the State of Florida

By: Board of County Commissioners

By:   
Teresa Jacobs  
Orange County Mayor

Date: AUG 21 2018

ATTEST: Phil Diamond, CPA, County Comptroller as Clerk of the Board of County Commissioners

By:   
Deputy Clerk

Printed Name: Phil Diamond

