



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 3/5/2024

* = Mandatory, Information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

MQD Phase I Operations LLC, an Arizona limited liability company

***Project Title/Description:**

Mosaic Quarter Phase I Sublease Agreement

***Purpose:**

The Phase I Sub-lease ("Agreement") between Pima County (Landlord) and MQD Phase I Operations LLC (Tenant -- "MQD-I") is for a period of 30 years for MQD-1 to operate the MQ Iceplex, the MQ Fieldhouse and the MQ Central Utility Plant during the duration of the project funding for the development of the Mosaic Quarter project. The lease will pass through portions of operational cash flow for the payment of debt service, real estate property taxes, and ground rent. The Pima County Board of Supervisors authorizes the County Administrator or the County Administrator's designee to make any necessary adjustments to the Master Ground Lease, Phase I Lease, and Phase I Sublease, and effectuate any subsequent documents necessary to fulfill the County's obligations under same.

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

The goal of this Agreement is for MQD-I to enter into a lease with Pima County for the operation of the MQ Iceplex, MQ Fieldhouse and MQ Central Utility Plant.

***Public Benefit:**

To facilitate economic development through capital investment, property tax collection, and development of County-owned property which creates jobs and generates visitation.

***Metrics Available to Measure Performance:**

Metrics identified within the previously approved MQ Development Agreement.

***Retroactive:**

No

TD: COB, 2-21-2024 (1)
Vers. 1
pgs. 75

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 24*0135
Commencement Date: 3/5/2024 Termination Date: 9/15/2056 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ ☒ Revenue Amount: \$ 2,301,845,664.00

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ %

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ %

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ %

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ %

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Jeff Teplitsky

Department: Real Property Services

Telephone: 724-6306

Department Director Signature: _____

Date: 4/2/2024

Deputy County Administrator Signature: _____

Date: 2/21/2024

County Administrator Signature: _____

Date: 2/21/2024

**MOSAIC QUARTER PHASE I
SUBLEASE AGREEMENT**

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MOSAIC QUARTER PHASE I SUBLEASE AGREEMENT

THIS MOSAIC QUARTER PHASE I SUBLEASE AGREEMENT (this "Sublease") dated as of March 5, 2024 (the "Effective Date"), is made and entered into by and between Pima County, Arizona ("Sublessor") and MQD Phase I Operations LLC, a limited liability company organized under the laws of the State of Arizona ("Sublessee").

WHEREAS, Knott Development Inc ACC entered into that certain Amended and Restated Master Developer Partnership and Development Agreement with Sublessor on October 4, 2022 (the "Development Agreement"), a copy of which is attached to this Sublease as Exhibit A, and subsequently the Development Agreement was assigned to Mosaic Quarter Development LLC (the "Developer") pursuant to the provisions of Section 18.17 of the Development Agreement;

WHEREAS, in accordance with the terms of the Development Agreement, the Developer and Sublessor have entered that certain Master Ground Lease, of even date herewith, governing the Developer's development and operation of certain portions of the Kino South Complex, including (but not limited to) the Land (as defined below) (the "Master Ground Lease"), a copy of which is attached to this Sublease as Exhibit B;

WHEREAS, in accordance with the terms of the Development Agreement and the Master Ground Lease, the Developer entered into that certain Mosaic Quarter Phase I Ground Lease with MQ Phase I LLC (the "Lessor"), of even date herewith (the "Phase I Ground Lease") a copy of which is attached to this Sublease as Exhibit C and pursuant to which the Developer leased the Land to Lessor.

WHEREAS, in accordance with the Phase I Ground Lease, Lessor is responsible for the development and construction of the Improvements (as defined below) on the Land and the overall development of the Premises (as defined below); and

WHEREAS, Lessor and Sublessor entered into that certain Mosaic Quarter Phase I Lease Agreement, of even date herewith, a copy of which is attached to this Sublease as Exhibit D and pursuant to which Lessor leased the Premises (as defined below) and the Improvements included therein to Sublessor (the "Phase I Lease").

ARTICLE I

Section 1.1 Lease of Premises, Title and Condition.

(a) In consideration of the rents and covenants herein stipulated to be paid and performed by Sublessee, and upon the terms and conditions herein specified, Sublessor as of the Effective Date hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, the premises (the "Premises") consisting of:

(i) Those certain parcels of land more particularly described on Schedule A attached hereto and made a part hereof, together with all of Sublessor's right, title and interest, if any, in and to (A) all easements, rights-of-way, appurtenances, and other rights and benefits belonging to the parcel of land and (B) all public or private streets, roads, avenues, alleys or passageways, open or proposed, on or abutting the parcel of land (such parcel of land, together with the appurtenances thereto, is sometimes referred to as the "Land");

(ii) All buildings and other improvements now or hereafter located on the Land, together with all plumbing, electrical, ventilating, heating, cooling, lighting and other utility

systems, equipment, ducts and pipes attached to or comprising a part thereof (the "Improvements"); and

(iii) All personal property purchased and owned by Lessor as reflected within the Phase I Lease (and any amendment thereto) and installed by Lessor in and on the Premises (the "Personal Property"). A detailed list of the Personal Property to be attached to the Phase I Lease and incorporated therein by inclusion on the schedules to the Phase I Lease after Substantial Completion of the Improvements shall be attached to this Sublease on Schedule B.

This is a sublease of real property, improvements and fixtures and personal property. Notwithstanding anything to the contrary in the foregoing, the Premises shall not include Sublessee's trade fixtures acquired with Sublessee's separate funds (provided that such trade fixtures are either not attached to the Premises in a manner that such trade fixtures cannot be removed or severed from the Premises without causing material damage thereto or in the event of removal any damage to the Premises caused thereby is repaired in a manner reasonably acceptable to Sublessor), Sublessee's business machinery, furniture, equipment, motorized vehicles, tools, supplies and materials, security systems, cameras, inventory and other personal property and materials placed by Sublessee in or upon the Premises or necessary for the operation of its business and acquired with Sublessee's separate funds (collectively, "Sublessee's Personal Property"), which shall remain the property of Sublessee. Any damage to the Premises resulting from the removal of any of Sublessee's Personal Property shall be repaired by Sublessee at no cost to Sublessor.

(b) Sublessee acknowledges that the commencement of the development and construction of Improvements that are to be developed and constructed by Lessor on the Land in accordance with the terms and provisions of the Development Agreement will commence following the Effective Date and that Lessor has agreed with Sublessor to cause the completion of the development and the construction of such Improvements in accordance with the terms and conditions of the Development Agreement, the Master Ground Lease and the Phase I Ground Lease. The terms "Substantial Completion" and "Final Completion" shall have the respective meanings assigned thereto in the Development Agreement. Notwithstanding anything to the contrary contained in this Sublease or under applicable law, nothing contained herein is intended to, or shall be construed to, waive or otherwise impair any of the rights or remedies that Sublessor may have under the Development Agreement or any other agreement relating to the Improvements; it being understood and agreed, however, that the exercise by Sublessor of any of such rights under the Development Agreement or any such other agreement relating to the Improvements shall be pursuant to separate proceedings and shall in no way impair, reduce or modify any of the obligations of Sublessee under this Sublease or give rise to a default or Event of Default under this Sublease or give the Sublessee the right to abate Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or cancel or terminate this Sublease or exercise any other remedies under this Sublease or claim a constructive eviction or similar right or otherwise excuse performance by the Sublessee of its payment or performance obligations under this Sublease.

(c) The Premises are leased to Sublessee in their present condition without representation or warranty by Sublessor and subject to the rights of parties in possession, to the existing state of title and any state of facts which an accurate survey or physical inspection might reveal, to all applicable Legal Requirements (as hereinafter defined) now or hereafter in effect and subject to those matters listed on Schedule C hereto (all such matters to which this Sublease of the Premises is subject are hereinafter collectively referred to as the "Permitted Exceptions"). Sublessee acknowledges that Sublessor owns the Land, Lessor does not own the Land and that Lessor's interest in the Land derives from the Phase I Ground Lease and that this Sublease is subject in all respects to the Phase I Ground Lease.

(d) Sublessee has examined the Premises, title to the Premises and the Phase I Ground Lease and has found all of the same satisfactory for all purposes on the Effective Date. Sublessee acknowledges that Sublessee is fully familiar with the physical condition of the Premises and that Sublessor makes no representation

or warranty, express or implied, with respect to same. THE LEASE OF THE PREMISES IS, AND THE DELIVERY OF THE IMPROVEMENTS WILL BE, ON AN "AS IS" BASIS, IT BEING AGREED THAT SUBLESSEE WILL LEASE THE PREMISES (INCLUDING THE IMPROVEMENTS) IN THEIR PRESENT CONDITION, WITH ALL FAULTS. SUBLESSOR HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE PREMISES OR ANY COMPONENT PART THEREOF. Sublessee acknowledges and agrees that no representations or warranties have been made by Sublessor, or by any person, firm or agent acting or purporting to act on behalf of Sublessor, as to (i) the quality of the material or workmanship of the Improvements, (ii) the presence or absence on or in the Premises of any particular materials or substances (including, without limitation, asbestos, hydrocarbons or hazardous or toxic substances), (iii) the condition or repair of the Premises or any portion thereof, (iv) the value, expense of operation or income potential of the Premises, (v) the accuracy or completeness of any title, survey, structural reports, environmental audits or other information provided to Sublessee by any third party contractor relative to the Premises (regardless of whether the same were retained or paid for by Sublessor), or (vi) any other fact or condition which has or might affect the Premises or the condition, repair, value, expense of operation or income potential thereof. Sublessee represents that the officers of Sublessee involved with this transaction are knowledgeable and experienced in the leasing of properties comparable to the Premises and agrees that Sublessee will be relying solely on Sublessee's inspections of the Premises in leasing the Premises. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION BY SUBLESSOR OF, AND SUBLESSOR DOES HEREBY DISCLAIM, ANY AND ALL WARRANTIES BY LESSOR, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR ANY PORTION THEREOF (INCLUDING THE IMPROVEMENTS), WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE, AND SUBLESSEE HEREBY ACKNOWLEDGES AND ACCEPTS SUCH EXCLUSION, NEGATION AND DISCLAIMER.

Section 1.2 Use. Sublessee may use the Premises solely for the purposes of managing and operating the Premises in the manner set forth in the Lessor's Development and Operations Plan (as defined in the Master Ground Lease) of which Sublessee hereby acknowledges and confirms receipt thereof.

Section 1.3 Terms. The Premises are leased for an initial term (the "Initial Term") and a primary term (the "Primary Term"), unless and until the term of this Sublease shall expire or be terminated pursuant to any provision hereof. The Initial Term and the Primary Term (sometimes, collectively, the "Term") shall commence and expire on the dates set forth in Schedule D. The Primary Term shall commence immediately upon the expiration of the Initial Term automatically and without the requirement for notice to, or consent of, either Sublessee or Sublessor.

Section 1.4 Rent.

(a) Simultaneously with the closing of the MQ Phase I Financing (as defined in the Phase I Lease), Sublessee shall establish a deposit account (the "Phase I Operator Account") with the Securitization Trustee (as defined in the Phase I Lease).

(b) Simultaneously with the closing of the MQ Phase I Financing, Sublessor shall establish a deposit account with the Securitization Trustee (the "County Phase I Sublease Account"). The County Phase I Sublease Account shall be separate from the County Phase I Lease Account (as defined in the Phase I Lease) and the County Phase I Lease Reserve Account (as defined in the Phase I Lease). To the extent that the Securitization Trustee charges fees for the establishment or maintenance of the County Phase I Sublease Account that are separate from the fees charged by the Securitization Trustee for providing services under the Phase I Sublease Direction Letter (as defined below), such fees shall be borne solely by Sublessee. Because the funds deposited in the County Phase I Sublease Account represent cash flows from MQ Phase I (as defined in the Phase I Lease) that

are payable by Sublessee as Basic Rent and, under the Phase I Lease as County Basic Rent, funds deposited in the County Phase I Sublease Account may be, pursuant to the Phase I Sublease Direction Letter, invested by the Securitization Trustee in Permitted Investments (as defined in the Phase I Lease) subject to the approval of the Lender (as defined in the Phase I Lease). Sublessor acknowledges, confirms and agrees that (A) the deposits made to the County Phase I Sublease Account pursuant to the provisions of this Sublease are Project-Generated Funds (as defined in the Phase I Lease), the source of which are Monthly Cash Flow Deposits which are not funds appropriated by action of the Pima County Board of Supervisors or any other appropriations action by any other Governmental Authority (as defined in the Phase I Lease), including, without limitation, the State of Arizona and (B) the use of funds deposited to the County Phase I Sublease Account or held within the County Phase I Sublease Account, as Project-Generated Funds, is not subject to appropriation action by the Pima County Board of Supervisors or appropriations action by any other Governmental Authority, including, without limitation, the State of Arizona.

(c) Simultaneously with the closing of the MQ Phase I Financing, Sublessor, Sublessee, the Securitization Trustee and Lender shall execute and deliver a letter directive to the Securitization Trustee, a copy of which is attached to this Sublease as Exhibit E (the "Phase I Sublease Direction Letter"). The fees charged by the Securitization Trustee for providing its services under the Phase I Sublease Direction Letter shall be borne solely by Sublessee.

(d) In accordance with the Phase I Sublease Direction Letter, Sublessee shall deposit one hundred percent (100%) of its Monthly Available Cash Flow (as hereinafter defined) generated during each calendar month during the Primary Term to the Phase I Operator Account (each deposit a "Monthly Cash Flow Deposit"). Monthly Cash Flow Deposits shall be made by the Sublessee within ten (10) calendar days following the end of each calendar month during the Primary Term as reflected on Schedule E to this Sublease. For purposes of this Sublease, "Monthly Available Cash Flow" means all revenue generated by the Sublessee in any calendar month during the Primary Term, minus (i) Sublessee's monthly operating expenses for the Premises for the same calendar month (as such operating expenses are either enumerated or described on Schedule Q to the Master Ground Lease), and minus (ii) any operating reserves permitted pursuant to the terms of this Sublease (as such reserves are either enumerated or described on Schedule R to the Master Ground Lease).

(e) All rent due under this Sublease (Basic Rent, Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent, as each is hereinafter defined and together sometimes referred to in this Sublease as "Rent") shall, in accordance with the Phase I Sublease Direction Letter, be paid by the Securitization Trustee on behalf of Sublessee to Sublessor in the form of a book transfer from the Phase I Operator Account to the County Phase I Sublease Account.

(f) Rent shall be paid monthly, in arrears, on the fifteenth (15th) calendar day following the last day of each calendar month during the Primary Term not later than 2:00 PM (New York City time) (each a "Rent Payment Date").

(g) No later than one hundred twenty (120) calendar days prior to the commencement of the Primary Term, Sublessee shall deliver to Sublessor, Lessor and the Lender an operating budget for the first calendar year of the Primary Term in form and substance reasonably satisfactory to Lender (the "Phase I Initial Operating Budget"). The Phase I Initial Operating Budget shall reflect, on a monthly basis, all of Sublessee's projected gross revenue and operating expenses (each defined by their applicable source) for such calendar year in addition to reserves to be retained from such gross revenues. The Phase I Initial Operating Budget shall reflect Sublessee's projected Monthly Available Cash Flow for such calendar year.

(h) No later than one hundred twenty (120) calendar days prior to the commencement of each calendar year of the Primary Term, beginning within the second calendar year of the Primary Term, Sublessee shall deliver to Sublessor, Lessor and the Lender an operating budget for such upcoming calendar year of the

Primary Term in form and substance satisfactory to Lender (the "Phase I Annual Operating Budget"). The Phase I Annual Operating Budget shall be constructed in a manner identical to that of the Phase I Initial Operating Budget. Each Phase I Annual Operating Budget shall reflect Sublessee's projected Monthly Available Cash Flow for the corresponding calendar year to which the Phase I Annual Operating Budget is applicable.

(i) Simultaneously with Monthly Cash Flow Deposit to the Phase I Operator Account, Sublessee shall deliver to Sublessor, Lessor, Lender and the Securitization Trustee true and correct monthly financial statements which shall include an itemized calculation of the Monthly Available Cash Flow comprising such Monthly Cash Flow Deposit (the "Phase I Monthly Financial Statements"). Such Phase I Monthly Financial Statements shall be prepared on the basis of accounting set forth in Sublessee's operating agreement and shall be prepared by Sublessee pursuant to the engagement of an independent accounting firm.

(j) Basic Rent. On each Rent Payment Date, from Monthly Cash Flow Deposits for rent due and owing on such Rent Payment Date, Sublessee shall first pay, in priority to Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent, the amounts set forth on Schedule F to this Sublease ("Basic Rent"), without demand therefore and without offset or deduction of any kind whatsoever. If any Rent Payment Date falls on a day which is not a Business Day, the Basic Rent due and payable on such date shall be due and payable on the next succeeding Business Day without interest or penalty if paid on such succeeding Business Day. A "Business Day" is defined as any date other than a Saturday or Sunday or other day on which the banks in New York, New York are authorized or required to be closed. For any partial month occurring within the Term, the Basic Rent shall be prorated accordingly.

(i) On any Rent Payment Date, if the funds available within the Phase I Operator Account are insufficient to pay in full the Basic Rent due and owing on such Rent Payment Date (a "Phase I Basic Rent Deficiency"), then pursuant to the Phase I Sublease Direction Letter the Securitization Trustee will provide written notice to Lessor, Sublessor, Lender and Sublessee of such deficiency and its amount (a "Phase I Basic Rent Deficiency Notice").

(ii) Upon receipt of a Phase I Basic Rent Deficiency Notice, Sublessee shall cause its independent accounting firm to create a memorandum account in Sublessee's financial records in the amount of such Phase I Basic Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Rate (as defined in the Phase I Lease) on such Phase I Basic Rent Deficiency (a "Phase I Basic Rent Memorandum Account"), with written Notice consisting of the Phase I Basic Rent Memorandum Account to be provided by Sublessee to Sublessor, Lessor, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase I Basic Rent Deficiency Notice. If following the issuance of the initial Phase I Basic Rent Deficiency Notice any further Phase I Basic Rent Deficiency Notices are issued by the Securitization Trustee, Sublessee shall cause its independent accounting firm to create separate Phase I Basic Rent Memorandum Accounts for each such Phase I Basic Rent Deficiency and shall provide the written Notice required by this Section 1.4(j)(ii).

(iii) With each subsequent Monthly Cash Flow Deposit following the issuance of a Phase I Basic Rent Deficiency Notice if there remains an unpaid Phase I Basic Rent Memorandum Account, Sublessee shall provide Lessor, Sublessor, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each such outstanding Phase I Basic Rent Memorandum Account prepared by Sublessee's independent accounting firm. The delivery of such reconciled Phase I Basic Rent Memorandum Accounts shall be provided by Sublessee simultaneously with each subsequent Monthly Cash Flow Deposit until all Phase I Basic Rent Memorandum Accounts are paid in full.

(iv) On each Rent Payment Date following the issuance of a Phase I Basic Rent Deficiency Notice, Basic Rent due and owing on such Rent Payment Date shall be paid first from the Monthly Cash Flow Deposits made by Sublessee for all Rent due and owing on such Rent Payment Date.

(v) On each Rent Payment Date following the issuance of a Phase I Basic Rent Deficiency Notice, if (A) all of the Basic Rent due and owing on such Rent Payment Date has been paid from the Monthly Cash Flow Deposits made by Sublessee for all Rent due and owing on such Rent Payment Date, (B) there exists an unpaid Phase I Basic Rent Memorandum Account, and (C) there remain proceeds from such current Monthly Cash Flow Deposits, the Securitization Trustee will, pursuant to the Phase I Sublease Direction Letter, use any such remaining proceeds of such Monthly Cash Flow Deposits (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase I Basic Rent Memorandum Accounts (a "Phase I Basic Rent Deficiency Payment").

(vi) On each Rent Payment Date following the issuance of a Phase I Basic Rent Deficiency Notice, unless and until all existing Phase I Basic Rent Memorandum Accounts are paid in full pursuant to Phase I Basic Rent Deficiency Payments, pursuant to the Phase I Sublease Direction Letter the Securitization Trustee will continue to make Phase I Basic Rent Deficiency Payments after all currently due Basic Rent has been paid on such Rent Payment Date and the Securitization Trustee will not (A) make payment on any Second Level Rent or Phase I Second Level Rent Memorandum Accounts, Third Level Rent or Phase I Third Level Rent Memorandum Accounts, Additional Rent or Phase I Additional Rent Memorandum Accounts or (B) make any payment of Cash Flow Rent.

(k) Second Level Rent. On each Rent Payment Date, from the remaining proceeds of Monthly Cash Flow Deposits available in the Phase I Operator Account after payment of Basic Rent and any outstanding Phase I Basic Rent Memorandum Accounts, Sublessee shall pay from such remaining Monthly Cash Flow Deposit proceeds, and in priority to Third Level Rent and Phase I Third Level Rent Memorandum Accounts, Additional Rent and Phase I Additional Rent Memorandum Accounts, and Cash Flow Rent, the amounts set forth on Schedule G to this Sublease ("Second Level Rent"), without demand therefore and without offset or deduction of any kind whatsoever. If any Rent Payment Date falls on a day which is not a Business Day, the Second Level Rent due and payable on such date shall be due and payable on the next succeeding Business Day without interest or penalty if paid on such succeeding Business Day. The amounts set forth on Schedule G to this Sublease reflect the anticipated property tax liabilities with respect to the Improvements, as calculated pursuant to the Master Ground Lease, the Development and Operations Plan and as set forth on Schedule G to the Phase I Lease pursuant to the provisions of Section 1.4(l) of the Phase I Lease. Upon any update to Schedule G of the Phase I Lease pursuant to the provisions of Section 1.4(l) of the Phase I Lease, such updated Schedule G shall be forwarded by Sublessor to Sublessee (each such updated Phase I Lease Schedule G, a "Phase I Updated Property Tax Schedule"). Within ten (10) Business Days of the receipt of a Phase I Updated Property Tax Schedule, Sublessee shall amend Schedule G to reflect, for the period covered by the Phase I Updated Property Schedule, any adjustment to the original amount set forth on Schedule G for the same period covered by the Phase I Updated Property Tax Schedule. Unless and until Sublessee receives a Phase I Updated Property Tax Schedule, for any Rent Payment Date the Second Level Rent shall remain as reflected on the then-current version of Schedule G. Each time Sublessee updates Schedule G to this Sublease, Sublessee shall provide written Notice to Sublessor, Lender and the Securitization Trustee consisting of the updated Schedule G.

(i) On any Rent Payment Date, if the funds available within the Phase I Operator Account are insufficient to pay in full the Second Level Rent due and owing on such Rent Payment Date (a "Phase I Second Level Rent Deficiency"), then pursuant to the Phase I Sublease Direction Letter the Securitization Trustee will provide written notice to Lessor, Sublessor,

Lender and Sublessee of such deficiency and its amount (a "Phase I Second Level Rent Deficiency Notice").

(ii) Upon receipt of a Phase I Second Level Rent Deficiency Notice, Sublessee shall cause its independent accounting firm to create a memorandum account in Sublessee's financial records in the amount of such Phase I Second Level Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount such Phase I Second Level Rent Deficiency (the "Phase I Second Level Rent Memorandum Account"), with written Notice consisting of the Phase I Second Level Rent Memorandum Account to be provided by Sublessee to Sublessor, Lessor, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase I Second Level Rent Deficiency Notice. If following the issuance of the initial Phase I Second Level Rent Deficiency Notice any further Phase I Second Level Rent Deficiency Notices are issued by the Securitization Trustee, Sublessee shall cause its independent accounting firm to create separate Phase I Second Level Rent Memorandum Accounts for each such Phase I Second Level Rent Deficiency and shall provide the written Notice required by this Section 1.4(k)(ii).

(iii) With each subsequent Monthly Cash Flow Deposit following the issuance of a Phase I Second Level Rent Deficiency Notice, if there remains an unpaid Phase I Second Level Rent Memorandum Account, Sublessee shall provide Lessor, Sublessor, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each then-existing Phase I Second Level Rent Memorandum Account prepared by Sublessee's independent accounting firm. The delivery of such reconciled Phase I Second Level Rent Memorandum Accounts shall be provided by Sublessee simultaneously with each subsequent Monthly Cash Flow Deposit until all Phase I Second Level Rent Memorandum Accounts are paid in full.

(iv) On each Rent Payment Date following the issuance of a Phase I Second Level Rent Deficiency Notice and if there exists an unpaid Phase I Second Level Rent Memorandum Account, to the extent that each of (A) currently due Basic Rent, (B) all outstanding Phase I Basic Rent Memorandum Accounts and (C) currently due Second Level Rent have been paid in full, if there remain Monthly Cash Flow Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Sublease Direction Letter, use any such remaining Monthly Cash Flow Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase I Second Level Rent Memorandum Accounts (a "Phase I Second Level Rent Deficiency Payment").

(v) On each Rent Payment Date following the issuance of a Phase I Second Level Rent Deficiency Notice, unless and until all existing Phase I Second Level Rent Memorandum Accounts are paid in full pursuant to Phase I Second Level Rent Deficiency Payments, pursuant to the Phase I Sublease Direction Letter the Securitization Trustee will continue to make Second Level Rent Deficiency Payments after all currently due Basic Rent and Second Level Rent have been paid on such Rent Payment Date and the Securitization Trustee will not (A) make any payment of Third Level Rent or on Phase I Third Level Rent Memorandum Accounts, (B) make any payment of Additional Rent or on Phase I Additional Rent Memorandum Accounts or (B) make any payment of Cash Flow Rent.

(l) Third Level Rent. On any Rent Payment Date, from excess Monthly Cash Flow Deposits available in the Phase I Operator Account after payment of current Basic Rent, any outstanding Phase I Basic Rent Memorandum Accounts, current Second Level Rent and any outstanding Phase I Second Level Rent Memorandum Accounts, Sublessee shall pay from such remaining Monthly Cash Flow Deposit proceeds, and in priority to Additional Rent and Phase I Additional Rent Memorandum Accounts and Cash Flow Rent, the

amounts set forth on Schedule H to this Sublease (“Third Level Rent”), without demand therefore and without offset or deduction of any kind whatsoever. If any Rent Payment Date falls on a day which is not a Business Day, the Third Level Rent due and payable on such date shall be due and payable on the next succeeding Business Day without interest or penalty if paid on such succeeding Business Day. Upon any update to Schedule H of the Phase I Lease pursuant to the provisions of the Master Ground Lease and the Phase I Ground Lease, such updated Schedule H shall be forwarded by Sublessor to Sublessee (each such updated Phase I Lease Schedule H, a “Phase I Updated Ground Rent Schedule”). Within ten (10) Business Days of the receipt of a Phase I Updated Ground Rent Schedule, Sublessee shall amend Schedule H to reflect, for the period covered by the Phase I Updated Ground Rent Schedule, any adjustment to the original amount set forth on Schedule H for the same period covered by the Phase I Updated Ground Rent Schedule. Unless and until Sublessee receives a Phase I Updated Ground Rent Schedule, for any Rent Payment Date the Third Level Rent shall remain as reflected on the then-current version of Schedule H. Each time Sublessee updates Schedule H to this Sublease, Sublessee shall provide written Notice to Sublessor, Lender and the Securitization Trustee consisting of the updated Schedule H. Updated Ground Rent Schedules shall have no impact whatsoever on any Phase I Third Level Rent Deficiency Notices and their associated Phase I Third Level Rent Memorandum Accounts and any amounts remaining to be paid on such Phase I Third Level Rent Memorandum Accounts shall continue to be paid in accordance with the provisions of this Sublease.

(i) On any Rent Payment Date, if the funds available within the Phase I Operator Account are insufficient to pay in full the Third Level Rent due and owing on such Rent Payment Date (a “Phase I Third Level Rent Deficiency”), then pursuant to the Phase I Sublease Direction Letter the Securitization Trustee will provide written notice to Lessor, Sublessor, Lender and Sublessee of such deficiency and its amount (a “Phase I Third Level Rent Deficiency Notice”).

(ii) Upon receipt of a Phase I Third Level Rent Deficiency Notice, Sublessee shall cause its independent accounting firm to create a memorandum account within Sublessee’s financial records in the amount of such Phase I Third Level Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such Phase I Third Level Rent Deficiency (the “Phase I Third Level Rent Memorandum Account”), with written Notice consisting of the Phase I Third Level Rent Memorandum Account to be provided by Sublessee to Sublessor, Lessor, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase I Third Level Rent Deficiency Notice. If following the issuance of the initial Phase I Third Level Rent Deficiency Notice any further Phase I Third Level Rent Deficiency Notices are issued by the Securitization Trustee, Sublessee shall cause its independent accounting firm to create separate Phase I Third Level Rent Memorandum Accounts for each such Phase I Third Level Rent Deficiency and shall provide the written Notice required by this Section 1.4(l)(ii).

(iii) With each subsequent Monthly Cash Flow Deposit following the issuance of a Phase I Third Level Rent Deficiency Notice there remains an unpaid Phase I Third Level Rent Memorandum Account, Sublessee shall provide Lessor, Sublessor, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase I Third Level Rent Memorandum Account prepared by its independent accounting firm. The delivery of such reconciled Phase I Third Level Rent Memorandum Accounts shall be provided by Sublessee simultaneously with each subsequent Monthly Cash Flow Deposit until all Phase I Third Level Rent Memorandum Accounts are paid in full.

(iv) On each Rent Payment Date following the issuance of a Phase I Third Level Rent Deficiency Notice and if there exists an unpaid Phase I Third Level Rent Memorandum Account, to the extent that each of (A) currently due Basic Rent, (B) all outstanding Phase I Basic Rent Memorandum Accounts, (C) currently due Second Level Rent and all outstanding Phase I Second

Level Rent Memorandum Accounts and (D) currently due Third Level Rent have been paid in full, if there remain Monthly Cash Flow Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Sublease Direction Letter, use any such remaining Monthly Cash Flow Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase I Third Level Rent Memorandum Accounts (a "Phase I Third Level Rent Deficiency Payment").

(v) On each Rent Payment Date following the issuance of a Phase I Third Level Rent Deficiency Notice, unless and until all existing Phase I Third Level Rent Memorandum Accounts are paid in full pursuant to Phase I Third Level Rent Deficiency Payments, pursuant to the Phase I Sublease Direction Letter the Securitization Trustee will continue to make Phase I Third Level Rent Deficiency Payments after all currently due Basic Rent, Second Level Rent and Third Level Rent have been paid on such Rent Payment Date and the Securitization Trustee will not (A) make payment of Additional Rent or on any Additional Rent Memorandum Accounts or (B) make any payment of Cash Flow Rent.

(m) Additional Rent. On any Rent Payment Date, from excess Monthly Cash Flow Deposits available in the Phase I Operator Account after payment of current Basic Rent, any outstanding Phase I Basic Rent Memorandum Accounts, current Second Level Rent, any outstanding Phase I Second Level Rent Memorandum Accounts, current Third Level Rent and any outstanding Phase I Third Level Rent Memorandum Accounts, Sublessee shall pay from such remaining Monthly Cash Flow Deposit proceeds, and in priority to the payment of Cash Flow Rent, if due and owing, all taxes, costs, expenses and amounts which Sublessee is required to pay pursuant to this Sublease (other than Basic Rent, Second Level Rent and Third Level Rent), together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof, but not including interest accrued and payable pursuant to (A) Phase I Basic Rent Deficiency Payments on Phase I Basic Rent Memorandum Accounts, (B) Phase I Second Level Rent Deficiency Payments on Phase I Second Level Rent Memorandum Accounts, or (C) Phase I Third Level Rent Deficiency Payments on Phase I Third Level Rent Memorandum Accounts (collectively, "Additional Rent"), without demand therefore and without offset or deduction of any kind whatsoever. If any Rent Payment Date falls on a day which is not a Business Day, the Additional Rent due and payable on such date shall be due and payable on the next succeeding Business Day without interest or penalty if paid on such succeeding Business Day.

(i) On any Rent Payment Date, if the funds available within the Phase I Operator Account are insufficient to pay in full the Additional Rent due and owing on such Rent Payment Date (a "Phase I Additional Rent Deficiency"), then pursuant to the Phase I Sublease Direction Letter the Securitization Trustee will provide written notice to Lessor, Sublessor, Lender and Sublessee of such deficiency and its amount (a "Phase I Additional Rent Deficiency Notice").

(ii) Upon receipt of a Phase I Additional Rent Deficiency Notice, Sublessee shall cause its independent accounting firm to create a memorandum account within Sublessee's financial records in the amount of such Phase I Additional Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such Phase I Additional Rent Deficiency (the "Phase I Additional Rent Memorandum Account"), with written Notice consisting of the Phase I Additional Rent Memorandum Account to be provided by Sublessee to Sublessor, Lessor, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase I Additional Rent Deficiency Notice. If following the issuance of the initial Phase I Additional Rent Deficiency Notice any further Phase I Additional Rent Deficiency Notices are issued by the Securitization Trustee, Sublessee shall cause its independent accounting firm to create separate Phase I Additional Rent Memorandum Accounts for each such Phase I Additional Rent Deficiency and shall provide the written Notice required by this Section 1.4(m)(ii).

(iii) With each subsequent Monthly Cash Flow Deposit following the issuance of a Phase I Additional Rent Deficiency Notice there remains an unpaid Phase I Additional Rent Memorandum Account, Sublessee shall provide Lessor, Sublessor, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase I Additional Rent Memorandum Account prepared by its independent accounting firm. The delivery of such reconciled Phase I Additional Rent Memorandum Accounts shall be provided by Sublessee simultaneously with each subsequent Monthly Cash Flow Deposit until all Phase I Additional Rent Memorandum Accounts are paid in full.

(iv) On each Rent Payment Date following the issuance of a Phase I Additional Rent Deficiency Notice and if there exists an unpaid Phase I Additional Rent Memorandum Account, to the extent that each of (A) currently due Basic Rent, (B) all outstanding Phase I Basic Rent Memorandum Accounts, (C) currently due Second Level Rent and all outstanding Phase I Second Level Rent Memorandum Accounts, (D) currently due Third Level Rent and all outstanding Phase I Third Level Rent Memorandum Accounts, and (E) currently due Additional Rent have been paid in full, if there remain Monthly Cash Flow Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Sublease Direction Letter, use any such remaining Monthly Cash Flow Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase I Additional Rent Memorandum Accounts (a "Phase I Additional Rent Deficiency Payment").

(v) On each Rent Payment Date following the issuance of a Phase I Additional Rent Deficiency Notice, unless and until all existing Phase I Additional Rent Memorandum Accounts are paid in full pursuant to Phase I Additional Rent Deficiency Payments, pursuant to the Phase I Sublease Direction Letter the Securitization Trustee will continue to make Phase I Additional Rent Deficiency Payments after all currently due Basic Rent, Second Level Rent, Third Level Rent and Additional Rent have been paid on such Rent Payment Date and the Securitization Trustee will not make any payment of Cash Flow Rent.

(n) Cash Flow Rent. On any Rent Payment Date, from Monthly Cash Flow Deposits remaining in the Phase I Operator Account after payment of current Basic Rent, any outstanding Phase I Basic Rent Memorandum Accounts, current Second Level Rent, any outstanding Phase I Second Level Rent Memorandum Accounts, current Third Level Rent, any outstanding Phase I Third Level Rent Memorandum Accounts, current Additional Rent and any outstanding Phase I Additional Rent Memorandum Accounts, Sublessee shall pay to Sublessor all remaining proceeds of such Monthly Cash Flow Deposits ("Cash Flow Rent"), without demand therefore and without offset or deduction of any kind whatsoever. If any Rent Payment Date falls on a day which is not a Business Day, the Cash Flow Rent due and payable on such date shall be due and payable on the next succeeding Business Day without interest or penalty if paid on such succeeding Business Day.

(o) Sublessee shall pay to Sublessor interest at the Rate which is equal to the default rate of interest per annum under the MQ Phase I Financing from the Lender, which is secured by the Mortgage (as defined in the Phase I Lease) (but in no event shall the Rate exceed the maximum amount permitted by law), on all overdue Basic Rent, Second Level Rent, Third Level Rent and/or Additional Rent (as reflected on Phase I Basic Rent Memorandum Accounts, Phase I Second Level Rent Memorandum Accounts, Phase I Third Level Rent Memorandum Accounts and Phase I Additional Rent Memorandum Accounts) from the Rent Payment Date on which such Basic Rent, Second Level Rent, Third Level Rent or Additional Rent, as applicable, was due until paid. In addition, if Sublessee fails to make timely payment of Basic Rent, Second Level Rent, Third Level Rent or Additional Rent to Sublessor on any Rent Payment Date, Sublessee shall pay a late charge equal to five percent (5%) of the amount so past due, on the initial occasion of any such Rent being past due. Sublessee shall perform all its obligations under this Sublease at its sole cost and expense, and shall pay all Basic Rent, Second Level

Rent, Third Level Rent, Additional Rent, Cash Flow Rent and any other sum due hereunder when due and payable, without offset, notice or demand.

ARTICLE II

Section 2.1 Net Lease.

(a) This Sublease is a net lease and, any present or future law to the contrary notwithstanding, shall not terminate except as otherwise expressly provided herein, nor shall Sublessee be entitled to any abatement, reduction, diminution, set-off, counterclaim, defense or deduction with respect to any Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or other sums payable hereunder, nor shall the obligations of Sublessee hereunder be affected, by reason of: any damage to, destruction of or casualty with respect to the Premises or any portion thereof; any defect in the condition, design, operation or fitness for use of the Premises or any portion thereof; any taking of the Premises or any part thereof by condemnation or otherwise; any prohibition, limitation, interruption, cessation, restriction or prevention of Sublessee's use, occupancy or enjoyment of the Premises, or any interference with such use, occupancy or enjoyment by any person; any eviction by paramount title or otherwise; any default by Sublessor hereunder or under any other agreement; the failure to complete construction of the Improvements; the impossibility or illegality of performance by Sublessor, Sublessee or both; any action of any Governmental Authority (including, without limitation, changes in Legal Requirements (as defined below); construction on or renovation of the Premises; or any failure of the Premises to comply with applicable laws, Legal Requirements, or any other cause whether similar or dissimilar to the foregoing. Without limiting the generality of the foregoing, Basic Rent, Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent shall begin to be payable as of the commencement of the Primary Term in accordance with the applicable schedules for Basic Rent (Schedule F hereto), Second Level Rent (Schedule G hereto), Third Level Rent (Schedule H hereto) as well as Additional Rent and Cash Flow Rent pursuant to the provisions of Section 1.4 of this Sublease (i) irrespective of the state of the development and construction of the Improvements on such date and even if the development and construction of the Improvements has not been completed in accordance with the requirements of the Development Agreement as of such date and (ii) whether or not sufficient funds are available from any source to complete any or all of construction of the Improvements, (iii) the existence or status of any punch-list items related to construction of the Improvements and (iv) the existence of any default by Sublessor or Lessor under the Development Agreement or any other agreement between Lessor and any Affiliate (as defined in the Phase I Lease) of Lessor and Sublessor and any Affiliate of Sublessor. All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration or earlier termination of the Term in accordance with the provisions hereof (whether or not the same shall become payable during the Term or thereafter) shall be paid by Sublessee except as otherwise expressly provided herein. It is the purpose and intention of the parties to this Sublease that the Basic Rent due hereunder shall be absolutely net to Sublessor and that this Sublease shall yield at a minimum, net to Sublessor, the Basic Rent provided in this Sublease. The parties intend that the obligations of Sublessee hereunder shall be separate and independent covenants and agreements (including without limitation separate and independent from the obligations of Lessor and Sublessor under the Development Agreement, the Phase I Lease or otherwise) and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Sublease. Nothing contained in this provision is intended or shall be construed to require Sublessee to pay any obligations that are expressly the responsibility of Sublessor under this Sublease.

(b) Sublessee shall remain obligated under this Sublease in accordance with its terms and shall not take any action to terminate, rescind or avoid this Sublease, notwithstanding any bankruptcy, insolvency,

reorganization, liquidation, dissolution or other proceeding affecting Sublessor or Lessor or any action with respect to this Sublease which may be taken by any trustee, receiver or liquidator or by any court.

(c) Except as otherwise expressly provided herein, Sublessee waives all rights to terminate or surrender this Sublease, or to any abatement or deferment of Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or other sums payable hereunder.

(d) The provisions of this Section 2.1, including the waivers by Sublessee, are not intended and shall not be construed to be a waiver of any other rights or remedies (other than those specified herein) that Sublessee may have against Sublessor under law or in equity.

Section 2.2 Taxes and Assessments and Compliance with Laws.

(a) Sublessee shall pay, prior to delinquency, all "Impositions", which are defined as: (i) all taxes (including, without limitation, those described in (iii) below), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not commenced or completed within the term of this Sublease), excises, levies, fees (including, without limitation, license, permit, inspection, authorization, impact, and similar fees), water and sewer rents and charges, ground lease rents, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, and any interest and penalties thereon which are, at any time prior to or during the Initial Term or the Primary Term, imposed or levied upon or assessed against or which arise with respect to (A) the Premises or any part thereof or Sublessor's interest therein, (B) any Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or other sums payable hereunder, (C) this Sublease or the leasehold estate hereby created or (D) the operation, possession or use of the Premises or any part thereof; (ii) all gross receipts, privilege or similar taxes (i.e., taxes based upon gross income which fail to take into account deductions with respect to depreciation, interest, taxes or ordinary and necessary business expenses, in each case relating to the Premises) imposed or levied upon, assessed against or measured by any Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or other sums payable hereunder; (iii) all sales (including those imposed on lease rentals), value added, ad valorem, single business, gross receipts, use and similar taxes at any time levied, assessed or payable on account of the acquisition, ownership, leasing, operation, possession or use of the Premises or any part thereof; (iv) all transfer, recording, documentary stamp, intangibles tax and real property gain taxes (but not any net income, franchise or similar taxes (provided that such franchise or similar taxes measure gain upon disposition of property in the same manner as does the federal income tax, i.e., by permitting an offset for the tax basis of the property transferred) of Sublessor incurred upon the sale or transfer, or other disposition of the Premises or any interest therein to Sublessee or the foreclosure of the Premises resulting from Sublessee's failure to satisfy its obligations under this Sublease, (v) all offers, claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might create a lien on the Premises (subject, however, to Sublessee's right to bond over any such offers, claims or demands pursuant to Section 2.3 hereof), and (vi) all charges of utilities, communications and similar services serving the Premises. Sublessee shall not be required to pay any franchise, estate, inheritance, transfer (except as required pursuant to clause (iv) above), net income or similar tax of Sublessor (other than any tax referred to in clause (ii) above) unless such tax is imposed, levied or assessed in substitution for any other tax, assessment, charge or levy which Sublessee is required to pay pursuant to this Section 2.2(a) or, in the case of a franchise or similar tax, unless such tax is determined based on rents or revenues or the value of the Premises or any part thereof or interest therein; provided, however, that if at any time during the Term of this Sublease, the method of taxation shall be such that there shall be assessed, levied, charged or imposed on Sublessor a capital levy or other tax directly on the rents received therefrom, or upon the value of the Premises or any present or any future improvement or improvements on the Premises, then all such levies and taxes or the part thereof so measured or based shall be payable by Sublessee, and Sublessee shall pay and discharge the same as herein provided. In addition to the foregoing, Sublessee shall pay any realty transfer tax that is payable as a result of the execution and delivery of this Sublease, or the recordation of a memorandum thereof. Sublessee shall furnish to Sublessor, within ten (10) Business Days after the due date thereof, proof of payment of

all Impositions. If any Imposition may legally be paid in installments, Sublessee may pay such Imposition in installments; in such event, Sublessee shall be liable only for installments which become due and payable during the Initial Term and the Primary Term. For purposes of this Section 2.2(a), the term "Sublessor" shall include any person or entity owning, directly or indirectly, an ownership interest in Sublessor after the date of Sublessor's acquisition of its interest in the Premises. Notwithstanding the foregoing, in the case of property tax Impositions ("Property Taxes"), should Sublessee comply with the provisions of Sections 1.4(k)(i-v) of this Lease related to Phase I Second Level Rent Deficiency, Phase I Second Level Rent Memorandum Accounts and Phase I Second Level Rent Deficiency Payments, the terms of this Section 2.2 shall not apply to the payment of Property Taxes and the provisions of Section 1.4(k)(i-v) hereof shall govern.

(b) Sublessee shall comply with and cause the Premises to comply with and shall assume all obligations and liabilities with respect to (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations presently in effect or hereafter enacted, made or issued, both foreseen and unforeseen and ordinary and extraordinary applicable to the Premises or the ownership, operation, use or possession thereof and (ii) the Master Ground Lease, Phase I Ground Lease and all contracts (including but not limited to insurance policies (including without limitation to the extent necessary to prevent cancellation thereof and to insure full payment of any claims made under such policies)), agreements, covenants, conditions and restrictions now or hereafter applicable to the Premises, or the ownership, operation, use or possession of any thereof, other than the Mortgage (collectively, "Legal Requirements"), including but not limited to all such Legal Requirements which require structural, unforeseen or extraordinary changes. Sublessor shall not, after the Effective Date, enter into any contracts, agreements, covenants, conditions or restrictions applicable to the Premises with which Sublessee would be obligated to comply hereunder without the written consent of Sublessee; provided, however, that the foregoing shall not restrict or impair Sublessor's rights, including its right to exercise self-help, following a default by Sublessee hereunder.

Section 2.3 Liens. Sublessee will promptly remove and discharge (which may be accomplished by bonding) any charge, lien, security interest or encumbrance upon the Premises or any Basic Rent, Second level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or other sums payable hereunder which arise for any reason, including all liens which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Premises or by reason of labor or materials furnished or claimed to have been furnished to Sublessee or for the Premises. Notwithstanding the foregoing, Sublessee shall have no obligation to remove or discharge (a) the Permitted Exceptions, (b) any mortgage, charge, lien, security interest or encumbrance created by Lessor without the consent of Sublessee (it being agreed that the Indenture, for purposes of this sentence, will be deemed to have been created without the consent of Sublessee), and (c) any other charge, lien, security interest or encumbrance caused by Sublessor's failure to satisfy any obligations of Sublessor under this Sublease or caused by Lessor's failure to satisfy any obligations of Lessor and/or the Sublessor under this Sublease that are not the responsibility of Sublessee pursuant to this Sublease. Nothing contained in this Sublease shall be construed as constituting the consent or request of Sublessor, express or implied, to or for the performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. Notice is hereby given that Sublessor will not be liable for any labor, services or materials furnished or to be furnished to Sublessee, or to anyone holding an interest in the Premises or any part thereof through or under Sublessee, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Sublessor in and to the Premises.

Section 2.4 Indemnification.

(a) Sublessee shall defend all actions against Lessor, Sublessor or any direct or indirect owner, beneficial owner, partner, member, manager, officer, director or shareholder of Lessor or Sublessor, and of any of Lessor's or Sublessor's partners or members, together with the mortgagee or beneficiary (whether one or more, each is deemed to be included in the definition of "Lender") under any and/or each Indenture, and any parent,

subsidiary, endorsee or affiliated company of Lender, any assignee or successor in interest of all or part of Lender's interest in the MQ Phase I Financing or the Indenture, any owner of a participation interest in the MQ Phase I Financing or the Indenture, any purchaser who acquires all or part of the Premises from Lender, its parent or any of its subsidiaries or affiliates, any recipient of a deed or assignment in lieu of foreclosure of all or part of the Premises, any court appointed receiver and the officers, directors, employees and agents of each of them, together with their respective successors and assigns (herein, collectively, "Indemnified Parties" and individually as an "Indemnified Party") with respect to, and shall pay, protect, indemnify and save harmless the Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature (i) to which any Indemnified Party is subject because of Sublessor's and Lessor's interest in the Premises or Sublessee's use or possession of the Premises or the maintenance or condition of the Premises or (ii) arising from (A) injury to or death of any person, or damage to or loss of property, on the Premises or on any portion thereof or connected with the use, condition or occupancy of the Premises or any portion thereof, (B) Sublessee's violation of this Sublease, (C) any act or omission of Sublessee or its agents, contractors, licensees, sublessees, subtenants or invitees, and (D) any contest referred to in Section 2.6 of this Sublease, or (iii) relating in any way to or arising in respect of the Improvements or the use, condition or occupancy thereof. Notwithstanding the foregoing, (I) Sublessee's obligations under this Section 2.4 shall be limited to liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments which arise as a result of matters occurring or arising prior to the expiration or earlier termination of this Sublease or during any holdover thereafter by Sublessee, and (II) Sublessee shall not be obligated to indemnify and save harmless any Indemnified Parties for their own acts of gross negligence or willful misconduct.

(b) The obligations of Sublessee and the rights and remedies of Sublessor, Lessor and Lender under Section 2.4(a) of this Sublease shall survive the expiration or earlier termination of this Sublease and the complete repayment of the MQ Financing.

Section 2.5 Maintenance and Repair.

(a) During the Term of this Sublease after the date on which Substantial Completion (as defined in the Development Agreement) occurs, Sublessee, at its own expense, will maintain the Premises in good repair and condition, except for ordinary wear and tear, and will take all action and will make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary changes and repairs and replacements which may be required to keep all parts of the Premises in good repair and condition. Personal Property that deteriorates and requires replacement shall be replaced by Sublessee with Personal Property of equal or greater quality. Sublessor shall not be required to maintain, repair or rebuild all or any part of the Premises. Sublessee waives the right to (i) require Sublessor to maintain, repair, replace or rebuild all or any part of the Premises, or (ii) make repairs or replacements to the Premises at the expense of Sublessor pursuant to any Legal Requirement or contract, agreement, covenant, condition or restriction set forth in subsection 2.2(b)(ii) of this Sublease, at any time in effect.

(b) In the event that all or any part of the Improvements shall encroach upon any property, street or right-of-way adjoining or adjacent to the Premises, or shall violate the agreements or conditions affecting the Premises or any part thereof, or any Legal Requirements, or shall hinder, obstruct or impair any easement or right-of-way to which the Premises is subject, then, promptly after written request of Sublessor, Lessor or Lender (unless such encroachment, violation, hindrance, obstruction or impairment is a Permitted Exception) or of any person so affected, Sublessee shall, subject to its right to contest such claim as provided in Section 2.6 of this Sublease, at its expense, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting therefrom, or (ii) if Sublessor consents thereto, make such changes, including alteration or removal, to the Improvements and take such other action as shall be necessary to remove or eliminate such encroachments, violations, hindrances, obstructions or impairments.

Section 2.6 Permitted Contests. Sublessee shall not be required, nor shall Sublessor have the right, to pay, discharge or remove an Imposition, lien or encumbrance, or to comply with any Legal Requirement applicable to the Premises or the use thereof, as long as no Event of Default under this Sublease shall have occurred and be continuing and Sublessee shall, in good faith, contest the existence, amount or validity thereof by appropriate proceedings diligently pursued, and provided that (a) failing to pay such Imposition, lien or encumbrance or perform such Legal Requirement will not (i) subject Sublessor, Lessor or Lender to criminal liability, civil penalties or fines or to prosecution for a crime, (ii) have the effect of interrupting or preventing the collection of any Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or any other sums payable hereunder or any portion thereof, (iii) subject the Premises or any part thereof to sale, forfeiture, condemnation or loss or require the Premises or any part thereof to be vacated, or (iv) impair the value of the Premises or any portion thereof; (b) prior to the date on which such Imposition or charge would otherwise have become delinquent or such Legal Requirement would otherwise be required to be complied with, Sublessee shall have given Sublessor, Lessor and Lender prior written Notice of such contest; (c) Sublessee shall have given such security as may be reasonably required by Sublessor, Lessor and/or Lender to ensure ultimate payment of such Imposition, lien or encumbrance (together with all interest and penalties which may become due thereon) and compliance with Legal Requirements and to prevent any sale, forfeiture, interruption or loss of the Premises or any portion thereof, any Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or other sums required to be paid by Sublessee hereunder, by reason of such nonpayment or noncompliance; and (d) if such contest occurs prior to Substantial Completion, then such contest shall not impede Substantial Completion of the Improvements.

Section 2.7 Quiet Enjoyment. So long as no Event of Default has occurred and is continuing, Sublessee shall have the right to peaceably and quietly hold, possess and use the Premises hereunder during the Term in accordance with the terms of this Sublease.

ARTICLE III

Section 3.1 Condemnation and Casualty – General Provisions. Sublessee hereby irrevocably assigns to Sublessor any award, compensation or insurance payment to which Sublessee may become entitled by reason of Sublessee's interest in the Premises (a) if the use, occupancy or title of the Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (a "Condemnation") or (b) if the Premises or any part thereof is damaged or destroyed by fire, flood, windstorm, sinkhole or other casualty (a "Casualty") (all awards, compensations, and insurance payments on account of any Condemnation or Casualty (net of (x) any amounts applicable to Sublessee's Personal Property, for which all payments shall be paid directly to Sublessee or its assignee, and (y) any amounts payable to the Sublessor pursuant to the Phase I Lease, or Lessor pursuant to the Master Ground Lease attributable to its interest in the Premises as provided thereunder) are hereinafter collectively called "Compensation"). In the event of any Casualty, or in the event of a Condemnation or threatened Condemnation, Sublessee shall give prompt written Notice thereof to Sublessor, Lessor and Lender (which notice shall set forth Sublessee's good faith estimates of the cost of repairing or restoring any damage or destruction caused thereby), or, if Sublessee cannot reasonably estimate the anticipated cost of restoration, Sublessee shall nonetheless give Sublessor, Lessor and Lender prompt written Notice of the occurrence of any such Casualty or Condemnation, and will diligently proceed to obtain estimates to enable Sublessee to quantify the anticipated cost of such restoration, whereupon Sublessee shall promptly provide written Notice to Sublessor, Lessor and Lender of such good faith estimate. Sublessee and Sublessor agree that Lessor (or Lender, if permitted by the terms of the Indenture) may appear in any such proceeding or action to negotiate, prosecute and adjust any claim for any Compensation, and Sublessee and Sublessor agree that Lessor (or Lender, as the case may be) shall collect any such Compensation. Sublessee shall pay all costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment. Sublessee shall be entitled to participate in any such proceeding, action, negotiation, prosecution or adjustment, unless an Event of Default shall have occurred and be

continuing. All Compensation shall be applied pursuant to the applicable provisions of this Article III, and all such Compensation (less the expense of collecting such Compensation), is herein referred to as the "Net Proceeds."

Section 3.2 Major Condemnation. In the case of a Condemnation (a) of the entire Premises or (b) that results in the loss of use of or access to more than twenty-five percent (25%) of the Improvements (a "Major Condemnation"), Sublessee shall have the right, not later than thirty (30) days after such Major Condemnation, to deliver to Sublessor, Lessor and Lender (x) written Notice of its intention to terminate this Sublease ("Sublessee's Major Condemnation Notice") on the next Rent Payment Date (the "Lease Termination Date") which occurs not less than one hundred eighty (180) calendar days after the delivery of such Notice, and (y) a certificate of Sublessee describing the event giving rise to such termination and stating that Sublessee has determined in good faith that such Major Condemnation has rendered the Premises unsuitable for restoration for continued use and occupancy for their intended use, and (z) documentation to the effect that termination of this Sublease will not be in violation of any agreement then in effect with which Sublessee is obligated to comply pursuant to this Sublease. In such event, this Sublease shall terminate on the Lease Termination Date and any Net Proceeds, if any, payable in connection with a Major Condemnation (or the right to receive the same when made if payment therefor has not yet been made) shall be assigned or paid and belong to Sublessor or, if required pursuant to the Lease, the Lessor or the Lender, and, in addition, Sublessee shall pay to the Sublessor all Basic Rent, Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent accrued as of such Lease Termination Date and all other amounts then due and payable by Sublessee under this Sublease.

Section 3.3 Casualty or Less Than Major Condemnation.

(a) In the event of (i) a Condemnation with respect to which Sublessee is not permitted to give or, if permitted, does not give written Notice of its intention to terminate this Sublease as provided in Section 3.2 hereof (a "Minor Condemnation") or (ii) a Casualty, then this Sublease shall continue in full force and effect and, after the Initial Term, Sublessee shall, at its expense, promptly rebuild, replace or repair the Premises in conformity with the requirements of Section 2.5 of this Sublease and the requirements of Section 3.5 of this Sublease applicable to Alterations (as hereinafter defined) so as to restore the Premises (in the case of Condemnation, as nearly as practicable and for substantially the same uses and purposes) to the condition thereof immediately prior to such occurrence, assuming the Premises has been maintained in accordance with the requirements of this Sublease (or if the Improvements were under construction at such time, to the condition thereof at the time of completion). Prior to any such rebuilding, replacement or repair, Lessor, Sublessor, Lender and Sublessee shall agree on the maximum cost thereof (the "Restoration Cost").

(b) If the repair constitutes a Material Alteration (as hereinafter defined) or has an estimated cost in excess of Two Hundred Fifty Thousand Dollars (\$250,000), the Restoration Cost must be confirmed by a reputable independent architect reasonably acceptable to Lessor and Lender who is registered or licensed as such in the state in which the Premises is located (an "Architect"). If the Restoration Cost is more than the amount of Net Proceeds, Sublessee shall deliver or cause to be delivered to Lessor (or to Lender during such time as an Indenture encumbers the Premises) (i) cash in an amount equal to such deficiency (the "Deficiency"), or (ii) other security acceptable to Lessor and Lender in their reasonable discretion, ensuring that such Deficiency required in performing the restoration work shall be satisfied by Sublessee.

(c) During such time as an Indenture encumbers the Premises, the Net Proceeds (and any funds deposited by Sublessee) shall be held by Lender or its designee, and at all other times such Net Proceeds shall be held by Lessor. In either event, the Net Proceeds (and any funds deposited by Sublessee) shall be paid out from time to time to Sublessee as the work progresses (less any cost to Lessor or Lender of recovering and paying out such proceeds, including, without limitation, reasonable attorneys', trustees' or escrow fees relating thereto and costs allocable to inspecting the work and the plans and specifications therefor), with any Sublessee funds being expended before any Net Proceeds, subject to satisfaction of each of the following conditions:

(i) No Event of Default under this Sublease shall exist.

(ii) Sublessee delivers to Sublessor, Lessor and Lender all plans and specifications and construction contracts for the work of reconstruction and such plans and specifications and construction contracts are in form and content acceptable to Lessor and Lender and with a contractor acceptable to Lessor and Lender.

(iii) Sublessee delivers an estoppel certificate in the form required by Section 6.2 of this Sublease providing that, upon completion of reconstruction, this Sublease will remain in full force and effect.

(iv) Each disbursement of Net Proceeds shall be made on not less than ten (10) Business Days' prior written request to Lender and Lessor and any request therefor shall be accompanied by a certificate of Sublessee stating (A) that no Event of Default exists hereunder, (B) that, based upon an inspection of the Premises, all of the work completed has been done in substantial compliance with the approved plans and specifications, if required, (C) that the sum requested is validly required to reimburse Sublessee for payments by Sublessee, or is validly due to the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums previously paid out by Lender does not exceed the value of the work done to the date of such certificate, (D) if the sum requested is to cover payment relating to repair and restoration of personal property required or relating to the Premises (not including Sublessee's Personal Property, for which all proceeds shall be paid directly to Sublessee), that title to the personal property items covered by the request for payment is vested in Lessor, and (E) the remaining cost to complete such work and that the remaining amount held by Lender (or Lessor, as the case may be) (together with any amounts contemporaneously deposited by Sublessee with Lender (or Lessor, as the case may be) in connection therewith) shall be sufficient to cover such cost of completion; provided, however, that if such work is being performed under the supervision of an Architect, such Architect shall certify as to clause (B) above, and Sublessee shall certify as to the remaining clauses above, and provided, further, that neither Lender nor Lessor shall be obligated to disburse the portion of such funds as to which the foregoing conditions of disbursement have not been satisfied, if it determines, in its reasonable discretion, that the matters set forth in Sublessee's certificate pursuant to this Section 3.4(c)(i) hereof shall not, in fact, be accurate. Additionally, each request for disbursement shall contain a statement signed by Sublessee approving both the work done to date and the work covered by the request for payment in question.

(v) Each request for disbursement shall be accompanied by releases or waivers of lien satisfactory to Lessor covering that part of the work for which payment or reimbursement has been made as of the date of the current request and, if required by Lessor or Lender, if any, a search prepared by a title company or licensed abstractor, or by other evidence satisfactory to Lessor (and Lender, if any) that there has not been filed with respect to the Premises any mechanics or other lien or instrument for the retention of title relating to any part of the work not discharged of record.

(vi) Lessor and Lender shall have the right to inspect the work at all reasonable times upon reasonable prior notice to Sublessee in each such instance and may condition any disbursement of Net Proceeds upon the satisfactory completion, as determined in Lender's (or Lessor's, as the case may be) reasonable discretion, of any portion of the work for which payment or reimbursement is being requested. Neither the approval by Lender or Lessor of any required plans and specifications for the work nor the inspection by Lender or Lessor of the work shall

make Lender or Lessor responsible for the preparation of such plans and specifications or the compliance of such plans and specifications, or of the work, with any applicable Legal Requirement, covenant or agreement.

(vii) Net Proceeds shall not be disbursed more frequently than once every thirty (30) days.

(viii) The restoration of the Improvements can be completed in a manner that results in an integrated architectural whole project, in the same condition and having the same uses as prior to such Casualty or Condemnation.

(ix) The restoration can be completed within eighteen (18) months after such Casualty or Condemnation but in any event prior to the maturity date under any Indenture, to the extent required by the terms thereof.

(x) If a Casualty or Condemnation occurs prior to Substantial Completion, the applicable provisions of the Development Agreement shall also apply.

Net Proceeds and any Sublessee funds held by Lender or Lessor (as applicable) in accordance with this Section 3.3(c) shall be held in an interest bearing account if (I) such an account is available at the institution at which Lender or Lessor (as applicable) holds such Net Proceeds, and (II) Lender or Lessor (as applicable) determines, in its reasonable judgment, that holding the Net Proceeds in such an account is practical under the then existing circumstances. Any interest accrued on such Net Proceeds or Sublessee funds shall be added to the Net Proceeds or Sublessee funds, as the case may be, available for disbursement in accordance with this Sublease.

(d) If (i) an Event of Default shall have occurred and be continuing, (ii) Sublessee shall fail to submit to Sublessor, Lessor and Lender for approval plans and specifications (if required pursuant to Section 3.5 hereof) for the Work (as defined in Section 3.5(a) hereof) approved by the Architect and by all governmental authorities whose approval is required, (iii) after any such plans and specifications are approved by all such governmental authorities, the Architect, Sublessor, Lessor, Lender and Sublessee shall fail to commence promptly such Work, subject to *force majeure* delays, (iv) after Lessor or Lender (as applicable) has released the Net Proceeds to the extent provided for hereunder, Sublessee shall fail to diligently prosecute such Work to completion, subject to *force majeure* delays, or (v) Sublessee fails in any other respect to comply with the Work obligations under this Section 3.3, then in addition to all other right available hereunder, at law or in equity, Lessor or Lender (as applicable) or any receiver of the Premises or any portion thereof, upon five (5) Business Days' prior notice to Sublessee (except in the event of emergency in which case no notice shall be required), may (but shall have no obligation to) perform or cause to be performed such Work, and may take such other steps as Lessor or Lender (as applicable) deems advisable (but such performance shall not cure the default of Sublessee). Sublessee hereby waives, for Sublessee and all others holding under or through Sublessee, any claim, other than for willful misconduct, against Lessor and Lender and any receiver arising out of any act or omission of Lessor or Lender or such receiver pursuant hereto, and Lessor or Lender may apply all or any portion of the Net Proceeds (without the need to fulfill any other requirements set forth in this Section 3.3) to reimburse Lessor or Lender or such receiver, for all amounts incurred in connection with the Work, and any costs not reimbursed to such parties shall be paid by Sublessee to Lessor or Lender (as applicable) (or such other party) on demand, together with interest thereon at the Rate from the date such amounts are advanced until the same are paid by Sublessee.

(e) If the cost of any rebuilding, replacement or repair required to be made by Sublessee pursuant to this Section 3.3 shall exceed the amount of Net Proceeds and any Sublessee funds deposited with Lessor or Lender (as applicable), then the deficiency shall be paid by Sublessee. Sublessee shall not be entitled to disbursements of the Net Proceeds (or any funds deposited by Sublessee) if an Event of Default has occurred and is continuing. Any Net Proceeds remaining after completion of such Work and final payment has been made

therefor and after Sublessee has been reimbursed for any portions it contributed to the Restoration Cost shall be paid to Sublessee in the case of a Casualty and shall be retained by Lessor in the case of a Condemnation. The Basic Rent, Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent payable under the provisions of this Sublease shall not be affected, altered or reduced by any Casualty or Condemnation (except as specifically set forth in Section 3.2 of this Sublease with respect to a Major Condemnation that results in a termination of the Sublease upon payment of the amounts required therein).

(f) In the event of any temporary Condemnation, this Sublease shall remain in full force and effect and the Net Proceeds allocable to such temporary Condemnation shall be paid to Sublessor, to be applied towards the payment of Basic Rent, Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent as the same becomes due (except that such portion of the Net Proceeds allocable to the period after the expiration or termination of the Term of this Sublease shall be paid to Lessor, without application against any payments of Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or other amounts payable by Sublessee to Sublessor under this Sublease).

Section 3.4 Insurance.

(a) Sublessee will maintain, or cause to be maintained, insurance on the Premises of the following character:

(i) Commercial General Liability covering the Premises and Sublessee's use thereof against claims for bodily injury or death, personal injury and property damage occurring upon, in or about the Premises regardless of when such claims may be made. Such insurance shall have a combined single limit of at least Umbrella and/or Excess insurance with minimum policy limits of Twenty Million Dollars (\$20,000,000) per occurrence and in the aggregate on a per location basis. Policy limits required can be met with any combination of primary, umbrella or excess policies of insurance.

The insurance coverage required under this subparagraph shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, per project and aggregate endorsements, personal injury liability, broad form property damage liability and contractual liability arising out of this Lease. Sublessor, Lessor and Lender shall be an additional insured on a primary and non-contributory bases; the policy shall also include a waiver of subrogation waiving rights of subrogation against Sublessor, Lessor, Lender and any indemnified party under this Sublease. If required by Lender or Lessor from time to time, acting in accordance with its insurance advisors, Sublessee shall increase limits of its commercial general liability insurance to commercially reasonable amounts.

(ii) Statutory Workers' Compensation Insurance to comply with Applicable Law and Employer's Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury by accident or disease. This policy shall include waiver of subrogation waiving rights of subrogation against Sublessor and Lessor and any indemnified party under this Sublease.

(iii) Special Causes of Loss Property Insurance covering tenant's furniture, fixtures, merchandise, and personal property in, on or about the Premises, and all leasehold improvements to the Premises specifically including any heating and cooling facilities serving the Premises which may be located outside the Premises. Such insurance (A) shall be written on a replacement cost basis in an amount at least equal to one hundred percent (100%) of the replacement cost of the insured property, subject to reasonable deductibles approved by Lessor and Lender; (B) shall provide protection against perils that are covered under the Special Causes of Loss insurance form, naming Lender and Lessor and such other parties as Lender or Lessor may reasonably

determine as additional loss payees as their interests may appear; and (C) business income with extra expense insurance (ISO form CP 00 30, or equivalent acceptable to Lender and Lessor) in an amount reasonably acceptable to Lender and Lessor but not less than twelve (12) months of Rent. Tenant's obligation to provide insurance pursuant to this subparagraph shall apply to all improvements and fixtures described herein, notwithstanding that some or all such improvements and fixtures may have been installed by Lessor or any other party at any time before or after the delivery of the Premises to Sublessee.

(iv) Business Auto and Truckers Policy with minimum limits of One Million Dollars (\$1,000,000) per accident including coverage for the loading and unloading of trailers and include Lender, Sublessor, Lessor and any indemnified party under this Sublease as additional insureds. This policy shall include waiver of subrogation waiving rights of subrogation against Sublessor, Lessor, Lender and any indemnified party under this Sublease.

(v) Insurance against loss or damage with respect to the Premises or the Improvements by fire, vandalism, burglary, theft, riot, mold, flood (if the any Improvement is located in any designated flood zone), hurricane (including wind and hail), terrorism, earthquake and other hazards, including, without limitation, mold, insured against by a standard form of extended coverage, in an amount not less than the greater of (x) full replacement cost of the Improvements, including, without limitation, the cost of debris removal (exclusive of the cost of street, infrastructure, excavations, foundations and footings below the lowest basement floor) and (y) the then outstanding principal balance of Basic Rent due under this Lease for the remainder of this Lease and if applicable, all additional loans other than the MQ Phase I Financing; and with not more than Twenty Five Thousand Dollars (\$25,000) deductible (Fifty Thousand Dollars (\$50,000) deductible for flood and windstorm, two percent (2%) deductible for terrorism, such deductible as is then commercially available at commercially reasonable rates), without co-insurance. The policies of insurance carried in accordance with this Section 3.4(c) shall provide "Replacement Cost Coverage" and shall provide that the insurer or insurers thereunder shall pay the full cost of any repairs or restoration of the Improvements to their condition immediately prior to any covered casualty.

(vi) Business interruption insurance and/or loss of "rental value" insurance, together with relocation coverage, for the Improvements in an amount at least equal to twenty-four (24) months of the Basic Rent payments.

(vii) During such time as any construction or reconstruction on the Premises or major repair of the Improvements is being undertaken, builder's completed value risk insurance against "all risks of physical loss", including, without limitation, mold, hail, windstorm and collapse coverage, with annual deductibles not to exceed Ten Thousand Dollars (\$10,000) (Twenty-Five Thousand Dollars (\$25,000) deductible for flood and windstorm, two percent (2%) for terrorism, such deductible as is then commercially available at commercially reasonable rates) in nonreporting form, covering the total value of any work performed and equipment, supplies and materials incorporated or to be incorporated into the Project, but no greater than a loss limit of Ten Million Dollars (\$10,000,000). Said policy of insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement.

To the extent that the insurance required hereunder is being obtained pursuant to the Development Agreement during the Interim Term prior to Substantial Completion, Sublessee shall not be required to maintain such insurance hereunder.

(b) Sublessor's Property Insurance. Sublessor shall obtain and keep in force during the Term the types of insurance, in the amounts specified and, in the form, as follows (collectively, the "Property Insurance"):

(i) Commercial General Liability insurance written on an occurrence basis insuring Sublessor against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises.

(ii) Such insurance shall have a combined single limit of liability of at least Two Million Dollars (\$2,000,000).

(iii) Such other policies as Sublessor may determine from time to time.

(c) Insurance required hereunder shall be in companies rated "A-XII" or better by AM Best Co., in Best's Key guide. On or prior to the Effective Date, Sublessee shall deliver to Sublessor, Lessor and Lender copies of policies of liability insurance required under Section 3.4(a) or at Lender's, Lessor's and Sublessor's election, certificates with endorsements evidencing the existence and amounts of such insurance, and naming Sublessor, Lessor, Lender, any indemnified party under this Sublease and such other parties as Lessor and Lender may require, as additional insureds on a primary non-contributory basis thereunder. All such policies and certificates of insurance shall be on forms reasonably acceptable to Lender and Lessor and shall state explicitly that such insurance shall not be cancelable or subject to reduction of coverage or other modification except upon at least thirty (30) days' advance writing notice by the insurer to Sublessee, Lender and Lessor. All deductible amounts in the insurance required to be carried by Sublessee hereunder shall be subject to Lender's and Lessor's reasonable approval. Sublessee shall furnish Lender, Lessor and Sublessor with renewals or "binders" thereof, or Lender and Lessor may order such insurance and charge the cost thereof to Sublessee, which amount shall be payable by Sublessee upon demand. Sublessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Section 3.4(a). Either party may provide any required insurance under a so-called blanket policy or policies covering other parties and locations and may maintain the required coverage by a co-called umbrella policy or policies, so long as the required coverage is not thereby diminished.

(d) Notwithstanding any other provision in this Sublease to the contrary, Sublessor and Sublessee each hereby waives any and all rights of recovery against the other, or against the officers, partners, employees, members, managers, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against and actually covered (or where such loss or damage is required hereunder to be insured against and if so insured would have been covered) under any property insurance policy in force at the time of such loss or damage, but such waiver extends only to the extent of the actual insurance coverage or the coverage that would have applied if the insurance that is required hereunder had been obtained. Sublessor and Sublessee shall, upon obtaining the policies of insurance required under this Sublease, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Sublease.

(e) The requirements of this Section 3.4 shall not be construed to negate or modify Sublessee's obligations under Section 2.4 of this Sublease.

Section 3.5 Alterations.

(a) With the express written consent of Lessor and Lender, Sublessee may, at its expense, make additions to and alterations of the Improvements, and construct additional Improvements (collectively, "Alterations"), provided that (i) the fair market value, utility and useful life of the Premises shall not be reduced or lessened thereby, (ii) such Alterations shall be expeditiously completed in a good and workmanlike manner, free and clear of liens and encumbrances, and in compliance with all applicable Legal Requirements and the requirements of all insurance policies required to be maintained by Sublessee hereunder, (iii) such Alterations

shall be architecturally consistent with the Improvements then existing and consistent therewith in design, quality, materials and workmanship, and (iv) no Material Alterations, as hereinafter defined, shall be made unless Lessor's and Lender's express prior written consent shall have been obtained (separately from the express prior written consent to make Alterations), which consent may be withheld by Lessor and Lender in their sole discretion. "Material Alteration" is defined as either (A) Structural Work (as hereinafter defined), or (B) any demolition of any portion of the Improvements, or (C) Alterations which would adversely affect the building systems or equipment, or (D) work which involves the construction of a shared common or party wall on a property line which separates the Premises from adjacent land, or (E) work for which the Estimated Cost is in excess of One Million Dollars (\$1,000,000). "Structural Work" is defined as work which involves any roof, load-bearing wall, structural beams, columns, supports, foundation or any other structural element of the Premises. "Estimated Cost" is defined as the estimated cost of materials, construction and labor (not including architects, engineers or other professionals), as estimated by a licensed Architect, which estimate together with a complete description of the Work and all related work (the "Material Alteration Summary") shall be delivered to, and such estimate and description reasonably approved by Lessor and Lender before the commencement of any Work hereunder. In addition to the limitations set forth in (i) through (iv) of this Section 3.5, all Alterations, Material Alterations, Structural Work, restoration, repair and any other work which Sublessee shall be required or permitted to do under the provisions of this Sublease (hereinafter collectively called the "Work") shall be performed in each case subject to the following:

(i) No Material Alterations shall be commenced until detailed plans and specifications (including layout, architectural, mechanical and structural drawings), prepared by an Architect shall have been submitted to and approved by Lessor and Lender (if required under the Indenture), and no such Work shall be undertaken except under the supervision of the Architect. Lessor's consent to such plans and specifications may be withheld in its sole discretion. All such Work shall be completed in accordance with such approved plans and specifications.

(ii) The reasonable cost and expense of Lessor's and Lender's respective (A) review of any plans and specifications required to be furnished pursuant to this Sublease or (B) review/supervision of any such Work shall be paid by Sublessee to Lessor, within ten (10) days after demand, or, at the option of Lessor, as County Additional Rent pursuant to the Phase I Lease and, as such, Additional Rent under this Sublease.

(iii) All Work shall be commenced only after all required municipal and other governmental permits, authorizations and approvals shall have been obtained by Sublessee, at its own cost and expense, and copies thereof delivered to Sublessor, Lessor and Lender. Lessor and Sublessor will, on Sublessee's written request, promptly execute any documents necessary to be signed by Lessor and Sublessor to obtain any such permits, authorizations and approvals, provided that Sublessee shall bear any expense or liability of Lessor and Sublessor in connection therewith; provided that none of the foregoing shall, in any manner, result in a change in zoning or otherwise have an adverse effect on the ability to use the Premises as currently operated by Sublessee.

(iv) If the Work shall constitute a Material Alteration, it shall not be commenced until Sublessee shall have obtained and delivered to Sublessor, Lessor and Lender, either (A) a performance bond and a labor and materials payment bond (issued by a corporate surety licensed to do business in the state in which the Premises is located and satisfactory to Lessor and Lender), each in an amount equal to the Estimated Cost of such Work and in form otherwise satisfactory to Sublessor, Lessor and Lender, or (B) such other security as shall be reasonably satisfactory to Sublessor, Lessor and Lender.

(v) Upon completion of any Work, Sublessee, at Sublessee's expense, shall obtain any certificates of final approval of such Work required by any governmental or quasi-governmental authority and shall furnish Sublessor, Lessor and Lender with copies thereof, and, if the Work constituted Material Alterations, Sublessee shall also furnish to Sublessor, Lessor and Lender a copy of "as-built" plans and specifications for such Work.

(vi) Any Work shall be subject to inspection at any time and from time to time by any of Sublessor, Lessor and Lender, their respective architect(s), or their duly authorized representatives, and if any such party upon any such inspection shall be of the opinion that the Work is not being performed in accordance with the provisions of this Section 3.5, Sublessee shall correct any such failure.

(vii) All Alterations installed in or upon the Premises at any time during the Term shall become the property of Lessor and shall remain upon and be surrendered with the Premises.

(b) Sublessee expressly agree and acknowledge that no interest of Sublessor or Lessor in the Premises or the Improvements therein shall be subject to any lien for improvements made by Sublessee in or for the Premises. Neither Sublessor nor Lessor shall be liable for any lien for any improvements made by Sublessee, such liability being expressly prohibited by the terms of this Sublease, and Sublessee agrees to inform all contractors and material suppliers performing work in or for or supply materials to the Premises of the existence of said prohibition.

Section 3.6 Title, Easements and Appurtenances.

(a) Sublessor agrees from time to time during the Term of this Sublease, at the written request of Sublessee, without additional consideration, (i) to grant easements, licenses, rights of way and other rights and privileges in the nature of easements of such nature, extent and duration as Sublessee may reasonably request; (ii) to release or relocate existing easements and appurtenances which are for the benefit of the Premises; and (iii) to execute and deliver any instrument necessary or appropriate to confirm such grants or releases to any person in each of the foregoing instances, the same to be without consideration, but only if (x) such grant or release does not impair the effective use of the Premises for its intended purposes or adversely affect its value, (y) for so long as this Sublease is in effect, Sublessee will perform all obligations, if any, of Sublessor under the applicable instrument and Sublessee executes such instruments as Sublessor and Lessor may reasonably request to confirm such undertaking, and (z) Sublessee executes and delivers a certificate certifying to the matters set forth in clause (i) and (ii) of this Section 3.6(a) and such other matters relating to such grant or release as may be reasonably requested by Sublessor and Lessor. The grant or release of any such easements or other rights shall be subject to Lender's consent. Sublessee shall be responsible for the payment of all reasonable costs and expenses (including the costs and expenses of Sublessor, Lessor and Lender) incurred in connection with this Section 3.6.

(b) If the Premises is presently, or should at sometime in the future be, affected by a cross easement agreement or common area maintenance agreement, Sublessee agrees during the Term of this Sublease (i) to perform all of the duties and obligations of Sublessor and/or Lessor (as applicable) under such cross easement agreement or common area maintenance agreement (including, without limitation, paying any and all costs, charges and assessments imposed thereunder), (ii) Sublessee shall comply with, all of the terms, conditions, covenants, provisions, restrictions and agreements set forth in such cross easement agreement or common area maintenance agreement, (iii) to indemnify, defend and hold the Indemnified Parties harmless from and against every, any and all demands, claims and assertions of liability, or action relating to Sublessee's failure to comply with the obligations set forth in this Section 3.6(b).

ARTICLE IV

Section 4.1 Assignment and Subletting.

(a) With the express prior written consent of Lessor, so long as no Event of Default has occurred and is continuing, Sublessee may sublet or license all or any part of the Premises, provided, however, (i) each such sublease or license shall expressly be made subject to the provisions hereof, (ii) the term of any subletting or licensing shall not extend beyond the Term of this Sublease, (iii) no sublease or license shall affect or reduce any obligation of Sublessee or right of Sublessor and Lessor hereunder, and (iv) all obligations of Sublessee hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, as though no subletting or licensing had been made. Sublessee shall, within ten (10) Business Days after the execution of any sublease or license, deliver a conformed copy thereof to Sublessor and Lessor. Sublessee shall provide Lessor with a copy of the form of sublease or license that it intends to use for the subleasing or licensing of the Premises prior to the commencement of its subleasing or licensing of the Premises for Lessor's approval, which approval shall not be unreasonably withheld.

(b) Sublessee shall not have the right to assign this Sublease, directly or indirectly, whether by operation of law or otherwise, without the consent of Sublessor and Lessor, which shall not be unreasonably withheld taking into account, among other things, the credit standing of the proposed assignee. No assignment shall affect or reduce any obligation of Sublessee or right of Sublessor and Lessor hereunder and all obligations of Sublessee hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, as though no assignment had been made. Upon any such assignment, the assignee shall assume all of the obligations of Sublessee under this Sublease pursuant to an assumption agreement reasonably acceptable to Lessor and Sublessor, a copy of which assumption agreement shall be delivered to Sublessor and Lessor upon such assignment. For purposes of this Sublease, an assignment shall include the sale, assignment or transfer of any of the issued or outstanding equity interests (or equity-linked interests) of Sublessee, and the issuance of additional equity interests (or equity-linked interests) in Sublessee if such issuance will result in a change of the controlling equity ownership of Sublessee as held by the owners thereof on the Effective Date (or on the date that Lessor and Sublessor approved the transfer to the holder of Sublessee's leasehold interest in this Sublease). For purposes of this Section 4.1, the terms "control" or "controlling" shall mean possession of the direct power to direct, or cause the direction of, the management and policies of any person or entity, whether through the ownership of voting securities, or partnership interest, or otherwise. The transfer of equity interests (or equity-linked interests) of Sublessee for the purposes of this Section 4.1 shall not include the sale of equity interests, which sale is effected through the "over-the-counter market" or through any recognized stock exchange.

(c) Without implying any authority of Sublessee to assign this Sublease, if this Sublease is assigned pursuant to the provisions hereof, or if the Premises or any part thereof is sublet or occupied by any person or entity other than Sublessee, Sublessor may, after an Event of Default has occurred and is continuing, collect rent from the assignee, subtenant, sub-lessee or occupant, and apply the net amount collected to the Basic Rent, Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed the acceptance of the assignee, subtenant, sub-lessee or occupant as Sublessee, or a release of Sublessee from the further performance by Sublessee of the terms, covenants, and conditions on the part of Sublessee to be observed or performed hereunder, and, subsequent to any assignment or subletting, Sublessee's liability hereunder shall continue notwithstanding any subsequent modification or amendment hereof or the release of any subsequent Sublessee hereunder from any liability, to all of which Sublessee hereby consents in advance.

(d) Neither this Sublease nor the Term hereby demised shall be mortgaged or pledged by Sublessee, nor shall Sublessee mortgage or pledge its interest in any sublease of any portion of the Premises or the Rent payable hereunder. Any such mortgage or pledge, and any sublease or assignment of Sublessee's interest hereunder, made otherwise than as expressly permitted by this Section 4.1 shall be void.

Section 4.2 Merger, Consolidation or Sale of Assets. Without waiving the provisions of Section 4.1 of this Sublease, it shall be a condition precedent to the merger of Sublessee into another entity (corporation, partnership, limited partnership, general partnership, limited liability company, joint venture or any other form of entity), to the consolidation of Sublessee with one or more other such entities, and to the sale or other disposition of all or substantially all the assets of Sublessee to one or more other such entities (collectively, a "Merger") that (i) the surviving entity or transferee of assets, as the case may be, shall deliver to Sublessor and Lessor an acknowledged instrument in recordable form assuming all obligations, covenants and responsibilities of Sublessee hereunder and under any instrument executed by Sublessee relating to the Premises, the Personal Property or this Sublease, including, without limitation, any consent to the assignment of Sublessor's interest in this Sublease to the Lender as security for indebtedness, (ii) no Event of Default then exists under this Sublease, and (iii) the surviving entity of any merger or consolidation or the transferee of assets, as the case may be, allowed above must be organized in the United States and must have a net worth and credit standing equal to or greater than the net worth and credit standing of Sublessee on the day immediately prior to the Merger, as evidenced by financial statements prepared in accordance with generally accepted accounting principles by a firm of certified public accountants reasonably acceptable to Sublessor, Lessor and Lender and delivered to Sublessor, Lessor and Lender. Sublessee covenants that it will not merge or consolidate or sell or otherwise dispose of all or substantially all of its assets unless each of such conditions has been satisfied.

Section 4.3 Phase I Ground Lease.

(a) Sublessee will duly and punctually observe and perform all covenants, terms and conditions imposed by the Phase I Ground Lease upon the Sublessor thereunder (including without limitation the payment of all rent and any other sums payable under or pursuant to the Phase I Ground Lease) to the end that Sublessor shall have no responsibility for compliance with the provisions of the Phase I Ground Lease and shall be exonerated and held harmless from all liability thereunder. Sublessee shall give Sublessor and Lessor notice of any uncured default under the Phase I Ground Lease at least twenty (20) Business Days prior to the expiration of any applicable grace period for the curing of such default, and thereafter Sublessor and Lessor shall be entitled to enter upon the Premises to the extent that such entry is necessary for the curing of such default by Sublessee.

(b) If any event or circumstance shall occur which, pursuant to the terms of the Phase I Ground Lease, which, with the giving of notice or the passage of time, or both, shall enable the Lessor to terminate the same, Sublessee shall notify Sublessor, Lessor and Lender, if any, of such event within five (5) Business Days after Sublessee shall have become aware of the occurrence thereof. Notwithstanding any such right of termination, neither Sublessor nor Sublessee shall take any action so to terminate such Phase I Ground Lease and Sublessor and Sublessee shall take such action, if any, as shall be necessary to maintain the estate of Lessor in the Premises all at the expense of Sublessee.

(c) If any event or circumstance shall occur which, pursuant to the terms of the Phase I Ground Lease, with the giving of notice or the passage of time, or both, shall enable the Sublessor to terminate the same or to impair or restrict the rights of the Lessor thereunder, Sublessee shall notify Sublessor, Lessor and Lender, if any, of such event within five (5) Business Days after Sublessee shall have become aware of the occurrence thereof and shall take such action, if any, as shall be necessary to maintain the right of Lessor in the Premises and to enable the full enjoyment of such rights as they existed prior to such impairment or restriction.

(d) This Sublease shall survive termination of the Phase I Ground Lease regardless of the occasion for such termination. In the event that the Phase I Ground Lease shall terminate prior to the expiration of this Sublease, this Sublease shall remain in effect as a direct lease between Sublessee and Sublessor and Sublessee hereby agrees to attorn to the Sublessor under the Phase I Ground Lease in the event of any such termination of the Phase I Ground Lease.

ARTICLE V

Section 5.1 Conditional Limitations; Default Provisions.

Sublease:

(a) Any of the following occurrences or acts shall constitute an "Event of Default" under this

(i) Sublessee's repudiation or contest of the Phase I Sublease Direction Letter;

(ii) Sublessee's failure to make any payment when required pursuant to this Sublease;

(iii) if any representation or warranty of Sublessee set forth herein or in any notice, certificate, demand, request or other document or instrument delivered to Sublessor, Lessor or Lender in connection with this Sublease shall prove to be incorrect in any material respect as of the time when the same shall have been made;

(iv) if any representation or warranty of Sublessor set forth herein or in any notice, certificate, demand, request or other document or instrument delivered to Sublessee, Lessor or Lender in connection with this Sublease shall prove to be incorrect in any material respect as of the time when the same shall have been made;

(v) if Sublessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state law, or shall be adjudicated a bankrupt or adjudicated insolvent, or if a petition or answer proposing the adjudication of Sublessee as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Sublessee shall have colluded in, consented to or acquiesced in the filing thereof or such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof;

(vi) if a receiver, trustee or liquidator of Sublessee or of all or substantially all of the assets of Sublessee shall be appointed in any judicial proceeding brought by Sublessee, or if any such receiver, trustee or liquidator shall be appointed in any judicial bankruptcy proceeding brought against Sublessee and shall not be discharged within ninety (90) Business Days after such appointment, or if Sublessee shall consent to or acquiesce in such appointment;

(vii) if Sublessee violates or attempts to violate the provisions of Section 4.1(a), Section 4.1(b) or Section 4.2 of this Sublease; or

(viii) if Sublessee shall fail to maintain any insurance required to be maintained by Sublessee in accordance with the terms and conditions of Section 3.4 of this Sublease or if, within fifteen (15) Business Days after demand therefor, Sublessee shall fail to deliver to Sublessor, Lessor and Lender any insurance policies required to be maintained pursuant to Section 3.4 of this Sublease or a certificate, binder or other evidence of the renewal of any such insurance policies;

(b) If an Event of Default shall have occurred and be continuing, Sublessor shall be entitled to all remedies available at law or in equity. Without limiting the foregoing, Sublessor shall have the right to give Sublessee notice of Sublessor's termination of this Sublease. Upon the giving of such notice, the Term of this Sublease and the estate hereby granted shall expire and terminate on such date as fully and completely and with

the same effect as if such date were the date herein fixed for the expiration of the Term of this Sublease, and all rights of Sublessee hereunder shall expire and terminate, but Sublessee shall remain liable as hereinafter provided.

(c) If an Event of Default shall have occurred and be continuing, Sublessor shall have the immediate right, whether or not the Term of this Sublease shall have been terminated pursuant to Section 5.1(b) of this Sublease, to re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, ejectment, any other legal action or in any lawful manner Sublessor determines to be necessary or desirable. Sublessor shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Sublessor to terminate this Sublease unless a notice of such termination is given to Sublessee pursuant to Section 5.1(b) of this Sublease.

(d) At any time or from time to time after a re-entry, repossession or removal pursuant to Section 5.1(c) of this Sublease, and only with the express prior written consent of Lessor and Lender, whether or not the Term of this Sublease shall have been terminated pursuant to Section 5.1(b) of this Sublease, Sublessor may (but shall be under no obligation to) relet the Premises or any portion thereof for the account of Sublessee, in the name of Sublessee or Sublessor or otherwise, without notice to Sublessee, for such term or terms and on such conditions and for such uses as Sublessor, in its absolute discretion, may determine. Sublessor may collect any rents payable by reason of such reletting.

(e) No expiration or termination of the Term of this Sublease pursuant to Section 5.1(b) of this Sublease, by operation of law or otherwise, and no re-entry, repossession or removal pursuant to Section 5.1(c) of this Sublease or otherwise, and no reletting of the Premises pursuant to Section 5.1(d) of this Sublease or otherwise, shall relieve Sublessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession, removal or reletting.

(f) In the event of any expiration or termination of the Term of this Sublease or re-entry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, Sublessee shall pay to Lessor all Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent and other sums required to be paid by Sublessee, in each case together with interest thereon at the Rate from the due date thereof to and including the date of such expiration, termination, re-entry, repossession or removal; and thereafter, Sublessee shall, until the end of what would have been the Term of this Sublease in the absence of such expiration, termination, re-entry, repossession or removal and whether or not the Premises or any portion thereof shall have been relet, be liable to Sublessor for, and shall pay to Sublessor, as liquidated and agreed current damages: (i) all Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent and other sums which would be payable under this Sublease by Sublessee in the absence of any such expiration, termination, re-entry, repossession or removal, less (ii) the net proceeds, if any, of any reletting effected for the account of Sublessee pursuant to Section 5.1(d) of this Agreement, after deducting from such proceeds all reasonable expenses of Sublessor in connection with such reletting (including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses (including fees and expenses of appellate proceedings), employees' expenses, alteration costs and expenses of preparation for such reletting). Sublessee shall pay such liquidated and agreed current damages on the dates on which Basic Rent, Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent that would be payable under this Sublease in the absence of such expiration, termination, re-entry, repossession or removal, and Sublessor shall be entitled to recover the same from Sublessee on each such date.

(g) At any time after any such expiration or termination of the term of this Sublease or re-entry or repossession of the Premises or removal of persons or property thereon by reason of the occurrence of an Event of Default, Sublessor shall be entitled to recover from Sublessee, and Sublessee shall pay to Sublessor on demand, as and for liquidated and agreed final damages for Sublessee's default and in lieu of all liquidated and agreed current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the excess, if any, of (i) the aggregate of all Basic Rent, Second Level

Rent, Third Level Rent, Additional Rent, Cash Flow Rent and other sums which would be payable under this Sublease, in each case from the date of such demand (or, if it be earlier, the date to which Sublessee shall have satisfied in full its obligations under Section 5.1(f) of this Sublease to pay liquidated and agreed current damages) for what would be the then-unexpired Term of this Sublease in the absence of such expiration, termination, re-entry, repossession or removal, discounted at the rate of five percent (5%) per annum over (ii) the then fair rental value of the Premises, discounted at the rate of five percent (5%) per annum for the same period. If any law shall limit the amount of liquidated final damages to less than the amount above agreed upon, Sublessor shall be entitled to the maximum amount allowable under such law.

(h) Notwithstanding anything to the contrary set forth in this Sublease, no default by Sublessor or Lessor under the Development Agreement shall result in a default or Event of Default under this Sublease or give rise to the right of Sublessee to cancel or terminate this Sublease or reduce or abate Basic Rent, Second Level Rent, Third Level Rent, Additional Rent or Cash Flow Rent or exercise any other remedies under this Sublease or claim a constructive eviction or exercise a similar right under applicable law all such rights being hereby irrevocably waived by Sublessee.

Section 5.2 Bankruptcy or Insolvency.

(a) In the event that Sublessee shall become a debtor in a case filed under Chapter 7 or Chapter 11 of the Bankruptcy Code, all expenses incurred by Sublessor, Lessor or Lender in connection therewith (including without limitation in connection with any proposed assumption and/or assignment of this Sublessor), including attorneys' fees and expenses (including those incurred in connection with any appellate proceedings), workout fees and fees of financial advisors and other experts, together with interest thereon at the Rate from the date any such expenses were incurred by Sublessor, Lessor or Lender until the date of payment by Sublessee, shall constitute Additional Rent and shall be paid by Sublessee to Sublessor, Lessor or Lender, as the case may be, upon demand.

(b) In the event that Sublessee shall become a debtor in a case filed under Chapter 11 of the Bankruptcy Code, or in a case filed under Chapter 7 of the Bankruptcy Code which is transferred to Chapter 11 of the Bankruptcy Code, no election by Sublessee's trustee or Sublessee, as debtor-in- possession, to assume this Sublease shall be permitted or effective unless (in addition to the conditions provided by the Bankruptcy Code or the court with jurisdiction over the case) (i) the assumption of this Sublease will not breach or cause a default under any provision of any other lease, mortgage, financing arrangement or other agreement by which Sublessee is bound, and (ii) the assumption of this Sublease shall be in its entirety.

(c) If, following the assumption of this Sublease by Sublessee's trustee or the debtor-in-possession, this Sublease is assigned, then the right of the assignee to extend the Term of this Sublease for an extended term beyond the then Term of this Sublease shall be extinguished.

Section 5.3 Additional Rights of Sublessor.

(a) No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing. Failure to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by Sublessor of any Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute waiver of such breach, and no waiver by Sublessor or Sublessee of any provision hereof shall be deemed to have been made unless made in writing duly executed by Sublessor or Sublessee, as the case may be. Sublessor shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to Sublessor by law or equity.

(b) Sublessee hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have to redeem any portion of the Premises or to have a continuance of this Sublease after termination of Sublessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Sublease, or after the termination of the Term of this Sublease as herein provided, and (ii) the benefits of any law which exempts property from liability for debt or for distress for rent.

(c) If Sublessee shall be in default beyond the applicable cure period in the observance or performance of any term or covenant on Sublessee's part to be observed or performed under any of the provisions of this Sublease, then, without thereby waiving such default, Sublessor may, but shall be under no obligation to, take all action, including, without limitation, entry upon the Premises to perform the obligation of Sublessee hereunder immediately and without notice in the case of an emergency and upon five (5) days' notice to Sublessee in other cases. All reasonable expenses incurred by Sublessor in connection therewith, including attorneys' fees and expenses (including those incurred in connection with any appellate proceedings), together with interest thereon at the Rate from the date any such expenses were incurred by Sublessor until the date of payment by Sublessee shall constitute Additional Rent, and shall be paid by Sublessee to Sublessor upon demand.

(d) If Sublessee shall be in default in the performance of any of its obligations hereunder beyond the applicable cure period, Sublessee shall pay to Sublessor, Lessor or Lender, as appropriate, on demand, all reasonable expenses incurred by Sublessor, Lessor or Lender as a result thereof, including reasonable attorneys' fees and expenses (including those incurred in connection with any appellate proceedings). If Sublessor, Lessor or Lender shall be made a party to any litigation commenced against Sublessee and Sublessee shall fail to provide Sublessor, Lessor or Lender with counsel approved by Sublessor, Lessor or Lender, as appropriate, and pay the expenses thereof, Sublessee shall pay all reasonable costs and reasonable attorneys' fees and reasonable expenses in connection with such litigation (including reasonable fees and expenses incurred in connection with any appellate proceedings).

ARTICLE VI

Section 6.1 Notices and Other Instruments.

(a) Each notice, request, demand, consent, approval or other communication (hereafter in this Section 6.1 referred to collectively as "Notices" and referred to in the singular as a "Notice") which Sublessor or Sublessee is required or permitted to give to the other party (or to the Lessor and/or the Lender pursuant to the provisions of this Sublease) pursuant to this Sublease shall be in writing and given (a) in person, (b) by a commercial overnight air or ground courier that guarantees next day delivery and provides a receipt, or (c) by legible facsimile or e-mail (followed by hard copy delivered in accordance with preceding clauses (a)-(b) on the next Business Day after receipt of the notice by facsimile or e-mail). Any Notice shall be effective only upon receipt unless such Notice is refused by the party to which it is to be delivered or because such Notice cannot be delivered because of failure to provide written Notice to the other party of a change of address, in which event Notice shall be deemed to be given on the date of such refusal, in the case of a refusal to accept delivery of Notice, or the date of the attempted delivery in the case of a change of address.

(b) All Notices shall be addressed to the parties (and to the Lessor and/or the Lender, as applicable pursuant to the provisions of this Sublease) at the following addresses.

If to Sublessor:	Pima County, Arizona Real Property Services 201 North Stone Avenue 6 th Floor Attention: Director
If to Sublessee:	MQD Phase I Operations LLC Mosaic Quarter Development LLC, Managing Member 1860 East River Road, Suite 325 Tucson, AZ 85718 Attention: Francis J. Knott, Jr., Chief Executive Officer frank@mosaicquarter.com
With a copy to:	Goulston & Storrs PC 1999 K Street, NW, Suite 500 Washington, DC 20006 Attention: Paul A. Tummonds Jr., Esq. Email: ptummonds@goulstonstorrs.com
If to Lessor:	MQD Phase I LLC Mosaic Quarter Development LLC, Managing Member 1860 East River Road, Suite 325 Tucson, AZ 85718 Attention: Francis J. Knott, Jr., Chief Executive Officer Email: frank@mosaicquarter.com
With a copy to:	Goulston & Storrs PC 1999 K Street, NW, Suite 500 Washington, DC 20006 Attention: Paul A. Tummonds Jr., Esq. Email: ptummonds@goulstonstorrs.com
If to Lender:	CTL Lending Group LLC 500 Fifth Avenue, 48 th Floor New York, NY 10110 Attention: Paul Penney, Managing Director Email: paul@ctlcapital.com
If to Securitization Trustee:	[TO BE COMPLETED]

Any party may, by Notice given pursuant to this Section 6.1, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices. Copies of Notices are for informational purposes only, and a failure to give or receive copies of any Notice shall not be deemed a failure to give Notice. The attorney for a party has the authority to send Notices on behalf of such party.

Section 6.2 Estoppel Certificates, Financial Information.

(a) Sublessee shall, at any time and from time to time during the Term of this Sublease, upon not less than twenty (20) days after request by Sublessor, Lessor or Lender, execute, acknowledge and deliver to Sublessor, Lessor, Lender or to any prospective purchaser, assignee or mortgagee or third party designated by Lessor, a certificate stating: (i) that this Sublease is unmodified and in force and effect (or if there have been modifications, that this Sublease is in force and effect as modified, and identifying the modification agreements); (ii) the date to which Basic Rent, Second Level Rent, Third Level Rent, Additional Rent and Cash Flow Rent has been paid; and (iii) whether there are any outstanding Memorandum Accounts, (iv) whether there is any existing default by the Sublessee in the payment of Rent, whether there is any existing default by the Sublessee the payment of any Rent beyond any applicable grace period, and whether there is any other existing default by either party hereto, and if there is any such default, specifying the nature and extent thereof and the actions taken to cure such default; and (v) other items that may be reasonably requested, provided that such items do not modify or amend the terms of this Sublease. Any such certificate may be relied upon by any actual or prospective mortgagee or purchaser of the Premises.

(b) If Sublessee is not a publicly traded company required to provide financial information to the Securities and Exchange Commission, Sublessee will deliver to Sublessor, Lessor and to any Lender, (i) within thirty (30) days after the end of each of the first three (3) calendar quarters each calendar year, a balance sheet, income statement and cash flow statement of Sublessee as at the end of such calendar quarter and a statement of profits and losses of Sublessee for such calendar quarter, certified by the chief financial officer of Sublessee, and (ii) within one hundred twenty (120) days after the end of each fiscal year of Sublessee, a balance sheet, income statement and cash flow statement of Sublessee as at the end of such year and a statement of profits and losses of Sublessee for such year setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year, all such statements in reasonable detail and scope and audited by independent certified public accountants of recognized national standing selected by Sublessee; the foregoing financial statements all being prepared in accordance with generally accepted accounting principles, consistently applied. In addition, Sublessee shall deliver to Sublessor, Lessor and any Lender such other information and materials with respect to Sublessee as Sublessor, Lessor or any such Lender may reasonably request.

(c) Upon request of any Lender, and upon concurrent compliance with the provisions of Section 6.2(d) of this Sublease, this Sublease shall be subject and subordinate to the lien of any Indenture now or at any time hereafter in force against the Premises (or any portion thereof) and to all advances made or to be made upon the security thereof, and Sublessee shall enter into an agreement with such Lender pursuant to which Sublessee shall agree:

(i) that in the event that any such Lender, or any purchaser at a foreclosure sale, shall acquire title to the Improvements and no Event of Default of Sublessee then exists under this Sublease, this Sublease shall not terminate by reason of such acquisition and any new lessor shall acknowledge this Sublease and Sublessee's rights hereunder and Sublessee shall attorn to and recognize such Lender or such purchaser, as the case may be, as its new lessor and this Sublease shall continue as a direct lease between Sublessee and such Lender or purchaser, as the case may be, with respect to the Improvements upon the terms and conditions set forth herein except that such Lender or purchaser, as the case may be, shall not be liable to Sublessee for any actions or omissions of Sublessor prior to the date such Lender or purchaser, as the case may be, acquired title to the Improvements;

(ii) except for Sublessee's rights to terminate this Sublease as expressly provided in Section 3.2, no notice of termination of this Sublease shall be effective unless Sublessee receives the express prior written consent of Lessor and Lender;

(iii) no consent to the release of Sublessee from liability under this Sublease upon assignment of this Sublease or sublease of the Premises or any portion thereof shall be effective unless Sublessee shall receive the express prior written consent of Lessor and Lender; and

(iv) no amendment or modification of this Sublease shall be effective unless Sublessee receives the prior written consent of Lessor and Lender.

(d) Upon receipt of a request from a Lender for the agreement described in Section 6.2(c) of this Sublease, such Lender shall enter into a non-disturbance and attornment agreement which shall provide that unless an Event of Default then exists under this Sublease, Lender shall not join Sublessee as a defendant in any action to foreclose upon the interest of Lessor in the Premises and, upon the Lender's foreclosure of Lessor's interest in the Premises by judicial proceedings or otherwise, such Lender shall not seek to terminate this Sublease or Sublessee's interest in the Premises, provided, that, Sublessee, from and after the date of such succession, attorns to such Lender, pays to such Lender all items of Basic Rent, Second Level Rent, Third Level Rent, Cash Flow Rent, and other items accruing from and after such date and otherwise remains in compliance with all other terms and provisions of this Sublease. In the event that Sublessee shall execute a separate document with the Lender relating to attornment or non-disturbance, such document shall control to the extent that it conflicts with the provisions of this Section 6.2(d).

ARTICLE VII

Section 7.1 Environmental Indemnity. Sublessee agrees to indemnify, reimburse, defend, and hold harmless Sublessor, Lessor and Lender (the "Indemnified Parties") for, from, and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, judgments, awards, settlements, costs and expenses, including, without limitation, interest, penalties, punitive and foreseeable and unforeseeable consequential damages, costs of any Remedial Work (as defined in the Phase I Lease), attorneys' fees, disbursements and expenses, and experts', engineers' and consultants' fees, disbursements and expenses, and costs and expenses of investigation, testing, remediation and dispute resolution (collectively, "Environmental Costs"), asserted against, resulting to, imposed on, or incurred by the Indemnified Parties, to the extent directly or indirectly, arising out of, relating in any way to, or in connection with any of the following which occur, or result from events or conditions that occur, prior to or during the Term of this Sublease:

(a) Any investigation, cleanup, disposal, remediation, removal, or restoration work of site conditions of the Premises relating to Hazardous Substances (as defined in the Phase I Lease) (whether on the Premises or any other property, and whether such remediation is voluntary or is required pursuant to any Governmental Authority);

(b) Any Hazardous Substance that is or was actually present, or is alleged to be or have been present, on, under or about the Premises, or is hereafter introduced on the Premises by Sublessee, any sublessee of any portion of the Premises or any other Person, the adverse effect of the continued presence or release of any Hazardous Substance on any soil, water, vegetation, buildings, improvements, personal property, persons, animals or otherwise at the Premises in violation of applicable Environmental Laws (as defined in the Phase I Lease), and any personal injury, death, or property damage caused or allegedly caused by the presence of any Hazardous Substance at the Premises in violation of applicable Environmental Laws (including, without limitation, the reasonable costs to investigate any of the foregoing as required under applicable Environmental Laws);

(c) Any actual or alleged past or present violation of any Environmental Law relating to the Premises, including any violation, order, judgment, consent decree, settlement or other judicial or non-judicial action by a Governmental Authority;

(d) Any actual or alleged past or present migration of any Hazardous Substance from the Premises to any other property, whether adjoining, in the vicinity, or otherwise, or migration of any Hazardous Substance onto the Premises from any other property, whether adjoining, in the vicinity, or otherwise;

(e) Any lien on any part of the Premises under any Environmental Law;

(f) Any Environmental Claim by any federal, state, or local governmental agency and any claim that any Indemnified Party is liable for any such asserted Environmental Claim allegedly because it is an "owner" or "operator" of the Premises under any Environmental Law;

(g) Any Environmental Claim asserted against any Indemnified Party by any person other than a governmental agency, including any person who may purchase or lease all or any portion of the Premises from any Indemnified Party, from Sublessee or from any other purchaser or lessee; any person or entity who may at any time have any interest in all or any portion of the Premises; any person or entity who may at any time be responsible for any cleanup costs or other Environmental Claims relating to the Premises; and any person or entity claiming to have been injured in any way as a result of exposure to any Hazardous Substance relating to the Premises;

(h) Any Environmental Costs which any Indemnified Party reasonably believes may be incurred to comply with any law, judgment, order, regulation, or regulatory directive relating to Hazardous Substances and the Premises, or which any Indemnified Party reasonably believes may be incurred to protect the public health or safety;

(i) Any Environmental Claim resulting from currently existing conditions in, on, around, or materially affecting the Premises, whether known or unknown by Sublessee or the Indemnified Parties at the time this Sublease is executed, and any such Environmental Claim resulting from the activities of Sublessor, Lessor, Sublessee, any other sublessees or any other person, in, on, around, or materially affecting the Premises; or

(j) Breach of any representation, warranty or covenant of Sublessee in this Sublease with respect to the matters described in this Article 7 and set forth in this Sublease or the Phase I Ground Lease.

The above matters (a) through (j) shall be known as the "Indemnified Environmental Matters." The foregoing indemnity is expressly intended to include, and does include, any Environmental Costs arising as a result of any strict liability imposed or threatened to be imposed on an Indemnified Party in connection with any of the Indemnified Environmental Matters or arising as a result of the negligence of an Indemnified Party in connection with such matters. Upon demand by any Indemnified Party, Sublessee shall defend any investigation, action or proceeding involving any matter covered by Sublessee's obligations under this Article 7 which is brought or commenced against any Indemnified Party, whether alone or together with Sublessee or any other person, all at Sublessee's own cost and by counsel to be approved by the Indemnified Party in the exercise of its judgment. In the alternative, any Indemnified Party may elect to conduct its own defense at the expense of Sublessee. Sublessee shall not, without the express prior written consent of Sublessor, Lessor and Lender (which may be withheld in their sole discretion): (i) settle or compromise any action, suit, proceeding or claim in which any of the Indemnified Parties is named as defendant or consent to the entry of any judgment in any such action, suit proceeding or claim that does not include as an unconditional term thereof the delivery by the claimant or plaintiff to Sublessor, Lessor and Lender of a full and complete written release of the Indemnified Parties (in form, scope and substance satisfactory to Sublessor, Lessor and Lender in their respective sole discretion) from all liability in respect of such action, suit, proceeding or claim; or (ii) settle or compromise any action, suit, proceeding or claim in any manner that may adversely affect the Indemnified Parties or obligate the Indemnified Parties to pay any sum or perform any obligation as determined by Sublessor, Lessor or Lender in their respective sole discretion.

Section 7.2 Obligations Not Diminished by Knowledge. Sublessee's obligations under this Article VII shall not be diminished or affected in any respect as a result of any notice, disclosure or knowledge, if any, to or by any of the Indemnified Parties, of the Release, presence, existence or threatened Release (as defined in the Phase I Lease) of Hazardous Substances in, on, around, or potentially affecting the Premises or the soil, groundwater or soil vapor on or under the Premises, or of any matter covered by Sublessee's obligations hereunder. No Indemnified Party shall be deemed to have permitted, caused, contributed to or acquiesced in any such Release, presence, existence or threatened Release of Hazardous Substances or any other matter covered by Sublessee's obligations hereunder solely because Sublessor, Lessor, Lender or any other Indemnified Party had notice, disclosure or knowledge thereof, whether at the time this Sublease is delivered or at any other time.

Section 7.3 Successive Actions. Notwithstanding any law to the contrary, Sublessee expressly agrees that a separate right of action hereunder shall arise each time Sublessor, Lessor or Lender acquires knowledge of any matter indemnified by Sublessee under this Article VII. Separate and successive actions may be brought hereunder to enforce any of the provisions hereof at any time and from time to time. No action hereunder shall preclude any subsequent action, and Sublessee hereby waives and covenants not to assert any defense in the nature of splitting of causes of action or merger of judgments.

Section 7.4 Survival. The indemnity obligations of Sublessee and the rights and remedies of Sublessor, Lessor and Lender under this Article VII shall survive the termination of this Sublease and the repayment of the MQ Phase I Financing.

ARTICLE VIII

Section 8.1 Holdover. Sublessee acknowledges and confirms that it shall not have any right whatsoever to continue to occupy the Premises (or any portion thereof) after the Expiration Date or earlier termination of this Sublease. Sublessee shall not be afforded any form of holdover rights or status with respect to the Premises.

ARTICLE IX

Section 9.1 No Merger. There shall be no merger of this Sublease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Sublease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate.

Section 9.2 Surrender. Subject to the terms of this Sublease, upon the expiration or termination of this Sublease, Sublessee shall surrender the Premises to Sublessor in a then "as is" condition and free and clear of all liens and encumbrances other than Permitted Encumbrances or any encumbrance or lien Lessor may have caused or consented to be placed on the Premises, without any payment or allowance whatever by Sublessor on account of or for any Improvements erected or maintained on the Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Notwithstanding the above, Sublessee or any party Sublessee has allowed to use the Premises may remove from the Premises on or prior to such expiration or termination any of Sublessee's Personal Property situated thereon which is not part of the Improvements or the Personal Property, provided it shall repair any damage to the Premises caused by any such removal. Property not so removed shall be deemed to have been abandoned by Sublessee and shall become the property of Sublessor, at no cost to Sublessor. The provisions of this Section 9.2 shall survive the termination or expiration of this Sublease.

Section 9.3 Severability; Binding Effect. Each provision hereof shall be separate and independent and the breach of any provision by Sublessor shall not discharge or relieve Sublessee from any of its obligations

hereunder. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. All provisions contained in this Sublease shall be binding upon, inure to the benefit of, and be enforceable by, the successors and permitted assigns of Sublessor to the same extent as if each such successor and assign were named as a party hereto. All provisions contained in this Sublease shall be binding upon the successors and assigns of Sublessee and shall inure to the benefit of and be enforceable by the successors and permitted assigns of Sublessee in each case to the same extent as if each such successor and assign were named as a party hereto.

Section 9.4 Table of Contents and Headings. The table of contents and the headings of the various Sections and Schedules of this Sublease have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Sublease.

Section 9.5 Counterparts. This Sublease may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to each other.

Section 9.6 Recording of Sublease. Upon the execution and delivery hereof, Sublessor and Sublessee will execute, acknowledge, deliver and cause to be recorded in the real estate records of Pima County, Arizona, a memorandum of this Sublease substantially in the form of Exhibit F attached hereto (the "Memorandum"). Sublessee shall be responsible for all costs and expenses in connection with the recording of this Sublease or a memorandum hereof.

Section 9.7 No Waiver, Amendments. No failure, delay, forbearance or indulgence on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, or as an acquiescence in any breach, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement thereof is sought.

Section 9.8 No Brokers. Each of Sublessor and Sublessee represents and warrants to the other that it has not dealt with any broker in connection with the purchase and leasing of the Premises, and indemnifies the other against the claims of brokers claiming through it.

Section 9.9 Governing Law. This Sublease shall be governed and construed in accordance with the laws of the State of Arizona.

Section 9.10 Consent to Jurisdiction. Sublessee and Sublessor each hereby irrevocably submits to the jurisdiction of any Arizona state or federal court over any suit, action or proceeding arising out of or relating to this Sublease. Sublessee and Sublessor each hereby irrevocably waives, to the fullest extent permitted or not prohibited by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Sublessee and Sublessor each hereby agrees that a final judgment in any such suit, action or proceeding brought in such a court, after all appropriate appeals, shall be conclusive and binding upon it.

Section 9.11 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, SUBLESSOR AND SUBLESSEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SUBLEASE.

Section 9.12 Conveyance by Sublessor. The word "Sublessor" as used in this Sublease means only the lessor for the time being of the Premises, so that, if there is a transfer of a lessor's interest in the Premises, the transferor shall be and hereby is entirely freed and relieved of all covenants and obligations of Sublessor hereunder, except any obligations which accrued prior to the date of transfer, and it shall be deemed and construed, without further agreement between the parties or between the parties and the transferee of the Premises, that the transferee has assumed and has agreed to carry out any and all of Sublessor's covenants and obligation hereunder from and after the date of transfer.

Section 9.13 Relationship of the Parties. Nothing contained in this Sublease shall be construed in any manner to create any relationship between Sublessor and Sublessee other than the relationship of lessor and lessee. Without limitation, Sublessor and Sublessee shall not be considered partners or co-venturers for any purpose on account of this Sublease.

Section 9.14 Representation by Counsel. Sublessee and Sublessor each acknowledge that it was represented by counsel in connection with the negotiation and execution to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Sublease.

Section 9.15 Access to Premises. Sublessee will permit Sublessor, Lessor, any Lender and their duly authorized representatives to enter upon the Premises and to inspect the same at any and all reasonable times during normal business hours, provided that such inspection shall not unreasonably interfere with Sublessee's normal business operations at the Premises (unless an Event of Default has occurred and is continuing in which case such inspection shall not be limited to normal business hours), upon reasonable advance notice, and at any time in the case of an emergency without the giving of notice, and for any purpose reasonably related to the rights of the Lessor and any Lender under the Lease and this Sublease, including without limitation to show the Premises to prospective purchasers or lenders.

Section 9.16 Non-Imputation. Under no circumstance shall Sublessor be deemed to have acted negligently, grossly negligently or willfully merely by Sublessor's interest in the Premises, and in no event shall any occurrence relating to the Premises, whether negligent or willful, be imputed to Sublessor solely by reason of Sublessor's interest in the Premises or Sublessor's failure to take any action with respect to the Premises, it being understood that, subject to the provisions of the Lease, all obligations with respect to the Premises are the responsibility of Sublessee pursuant to this Sublease.

Section 9.17 Sublessor's Consent. Whenever Sublessor is allowed or required to give its consent or approval of any matter under this Sublease or to deliver any estoppel or other instrument, Sublessee's sole remedy for Sublessor's failure to give such consent or approval or instrument in accordance with the applicable provision of this Sublease shall be to compel such approval or delivery. In no event and under no circumstance shall Sublessee be entitled to any monetary damages for such failure or to terminate or otherwise modify this Sublease.

Section 9.18 Entire Agreement. This Sublease contains the entire agreement and understanding between Sublessor and Sublessee with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

Section 9.19 Sublessee's Representations. Sublessee represents and warrants that:

(a) Power and Authority. Sublessee has the full power and authority to execute and deliver this Sublease and to perform its obligations hereunder; the execution, delivery and performance of this Sublease by

Sublessee has been duly and validly authorized; and all requisite action has been taken by Sublessee to make this Sublease valid and binding upon Sublessee and enforceable in accordance with its terms.

(b) Binding Agreement. This Sublease constitutes the valid and legally binding obligations of Sublessee and is enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by principles of equity.

(c) Litigation. There are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority (whether purportedly on behalf of Sublessee) pending or, to the knowledge of Sublessee, overtly threatened against Sublessee, which if adversely determined, could call into question the validity or enforceability of this Sublease, or could result in the rescission, termination or cancellation of any franchise, right, license, permit or similar authorization held by Sublessee.

(d) Required Consents. All consents, approvals and authorizations required for the execution, delivery and performance of this Sublease by Sublessee have been obtained, and no other consent, authorization or approval of, filing with, notice to, or exemption by, any Governmental Authority or other person or entity (except for those which have been obtained, made or given) is required to authorize, or is required in connection with the execution, delivery and performance of this Sublease by Sublessee, or is required as a condition to the validity or enforceability of this Sublease against Sublessee. No provision of any applicable statute, law (including, without limitation, any applicable usury or similar law), rule or regulation of any Governmental Authority prevents the execution, delivery or performance of this Sublease by Sublessee or affects the validity of this Sublease.

(e) No Conflicting Agreement. Sublessee is not in default under any mortgage, indenture, contract or agreement to which it is a party or by which it or any of its property is bound that would be reasonably expected to have a material adverse effect on the financial condition, business or property of Sublessee. The execution, delivery or carrying out of the terms of this Sublease will not result in the breach of any term or provision of any of Sublessee's organizational documents or constitute a default thereunder, or result in the creation or imposition of, or obligation to create, any lien or other encumbrance upon any property of Sublessee or result in a breach of or require the mandatory repayment of or other acceleration of payment under or pursuant to the terms of any such mortgage, indenture, contract or agreement.

(f) Compliance with Applicable Laws. Sublessee is not in default with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Authority. Sublessee is complying in all respects with all laws, statutes, regulations, rules and orders of all Governmental Authorities applicable to Sublessee.

Section 9.20 Audit Rights. During the term of this Agreement, on thirty (30) days notice and during regular business hours, Sublessor may at its own expense inspect, or have its representatives or an independent third party inspect, the Premises and audit Sublessee's books, records and other documents specifically related to this Sublease as necessary to verify compliance with the terms and conditions of this Sublease.

Section 9.21 Cancellation for Conflict of Interest. This Sublease may be cancelled for conflict of interest pursuant to A.R.S. § 38-511, the provisions of which are incorporated in this Lease by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Mosaic Quarter Phase I Sublease Agreement to be executed as of the Effective Date.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SUBLESSOR SIGNATURE PAGE]


PIMA COUNTY ARIZONA

By: _____
Adelita S. Grijalva
Chair, Board of Supervisors
March 5, 2024

ATTEST:

By: _____
Name: _____
Clerk of the Board of Supervisors
March 5, 2024

APPROVED AS TO FORM:

By:  _____
Name: Kyle Johnson
Deputy County Attorney
Date: 2/22/2024

[SUBLESSEE SIGNATURE PAGE]

MQD Phase I Operations LLC,

By: Mosaic Quarter Development LLC
Managing Member

By: _____

Francis J. Knott, Jr.
Chief Executive Officer
February 21, 2024

WITNESS:

By: _____

Lindsay M. Welch
February 21, 2024

By: _____

Caroline Frostrom
February 21, 2024

EXHIBIT A

DEVELOPMENT AGREEMENT

EXHIBIT B

MASTER GROUND LEASE

TO BE ATTACHED UPON EXECUTION OF MASTER GROUND LEASE

EXHIBIT C

PHASE I GROUND LEASE

TO BE ATTACHED UPON EXECUTION OF PHASE I GROUND LEASE

EXHIBIT D

PHASE I LEASE

TO BE ATTACHED UPON EXECUTION OF PHASE I LEASE

EXHIBIT E

PHASE I SUBLEASE DIRECTION LETTER

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

EXHIBIT F

MEMORANDUM OF LEASE

TO BE ATTACHED UPON EXECUTION AND RECORDING

SCHEDULE A

LEGAL DESCRIPTIONS

GROUND LEASE BY AND BETWEEN PIMA COUNTY, ARIZONA, AS LESSOR, AND MOSAIC QUARTER DEVELOPMENT LLC, AS LESSEE, DATED MARCH 5, 2024 OF THE FOLLOWING PARCELS:

PARCEL 1 (ICEPLEX PORTION OF MOSAIC QUARTER PHASE I)

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

PARCEL 2 (FIELD HOUSE PORTION OF MOSAIC QUARTER PHASE I)

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

PARCEL 3 (CENTRAL UTILITY PLANT PORTION OF MOSAIC QUARTER PHASE I)

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

SCHEDULE B

PERSONAL PROPERTY

TO BE ATTACHED PURSUANT TO THE TERMS OF THIS LEASE

SCHEDULE C

PERMITTED EXCEPTIONS

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

SCHEDULE D

INITIAL TERM AND PRIMARY TERM

Initial Term

The Initial Term shall commence on the Effective Date and shall end at 12:00AM MST on the day that Final Completion (as defined in the Development Agreement) of MQ Field House is achieved (the "Field House Final Completion Date").

Primary Term

The Primary Term shall commence on the Field House Final Completion Date and shall end at 12:00AM MST on the day that all obligations under the MQ Phase I Financing are indefeasibly paid in full.

SCHEDULE E

MONTHLY CASH FLOW DEPOSITS

2026		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2027		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2028		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2029		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2030		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2031		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2032		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10

2033		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2034		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2035		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2036		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2037		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2038		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2039		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10

2040		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2041		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2042		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2043		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2044		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2045		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2046		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2047		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10

2048		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2049		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2050		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2051		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2052		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2053		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2054		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10

2055		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10
2056		
<u>Deposit Date</u> January 10 February 10 March 10 April 10	<u>Deposit Date</u> May 10 June 10 July 10 August 10	<u>Deposit Date</u> September 10 October 10 November 10 December 10

SCHEDULE F

BASIC RENT PAYMENT SCHEDULE

2026					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15		May 15		September 15	
February 15		June 15		October 15	
March 15		July 15		November 15	
April 15		August 15		December 15	
2027					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15		May 15	2,004,167	September 15	2,054,271
February 15		June 15	2,004,167	October 15	2,054,271
March 15	2,004,167	July 15	2,004,167	November 15	2,054,271
April 15	2,004,167	August 15	2,004,167	December 15	2,054,271
2028					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,054,271	May 15	2,054,271	September 15	2,105,628
February 15	2,054,271	June 15	2,054,271	October 15	2,105,628
March 15	2,054,271	July 15	2,054,271	November 15	2,105,628
April 15	2,054,271	August 15	2,054,271	December 15	2,105,628
2029					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,105,628	May 15	2,105,628	September 15	2,158,268
February 15	2,105,628	June 15	2,105,628	October 15	2,158,268
March 15	2,105,628	July 15	2,105,628	November 15	2,158,268
April 15	2,105,628	August 15	2,105,628	December 15	2,158,268
2030					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,158,268	May 15	2,158,268	September 15	2,212,225
February 15	2,158,268	June 15	2,158,268	October 15	2,212,225
March 15	2,158,268	July 15	2,158,268	November 15	2,212,225
April 15	2,158,268	August 15	2,158,268	December 15	2,212,225
2031					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,212,225	May 15	2,212,225	September 15	2,267,531
February 15	2,212,225	June 15	2,212,225	October 15	2,267,531
March 15	2,212,225	July 15	2,212,225	November 15	2,267,531
April 15	2,212,225	August 15	2,212,225	December 15	2,267,531
2032					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,267,531	May 15	2,267,531	September 15	2,324,219
February 15	2,267,531	June 15	2,267,531	October 15	2,324,219
March 15	2,267,531	July 15	2,267,531	November 15	2,324,219
April 15	2,267,531	August 15	2,267,531	December 15	2,324,219

2033					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,324,219	May 15	2,324,219	September 15	2,382,324
February 15	2,324,219	June 15	2,324,219	October 15	2,382,324
March 15	2,324,219	July 15	2,324,219	November 15	2,382,324
April 15	2,324,219	August 15	2,324,219	December 15	2,382,324
2034					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,382,324	May 15	2,382,324	September 15	2,441,883
February 15	2,382,324	June 15	2,382,324	October 15	2,441,883
March 15	2,382,324	July 15	2,382,324	November 15	2,441,883
April 15	2,382,324	August 15	2,382,324	December 15	2,441,883
2035					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,441,883	May 15	2,441,883	September 15	2,502,930
February 15	2,441,883	June 15	2,441,883	October 15	2,502,930
March 15	2,441,883	July 15	2,441,883	November 15	2,502,930
April 15	2,441,883	August 15	2,441,883	December 15	2,502,930
2036					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,502,930	May 15	2,502,930	September 15	2,565,503
February 15	2,502,930	June 15	2,502,930	October 15	2,565,503
March 15	2,502,930	July 15	2,502,930	November 15	2,565,503
April 15	2,502,930	August 15	2,502,930	December 15	2,565,503
2037					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,565,503	May 15	2,565,503	September 15	2,629,640
February 15	2,565,503	June 15	2,565,503	October 15	2,629,640
March 15	2,565,503	July 15	2,565,503	November 15	2,629,640
April 15	2,565,503	August 15	2,565,503	December 15	2,629,640
2038					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,629,640	May 15	2,629,640	September 15	2,695,381
February 15	2,629,640	June 15	2,629,640	October 15	2,695,381
March 15	2,629,640	July 15	2,629,640	November 15	2,695,381
April 15	2,629,640	August 15	2,629,640	December 15	2,695,381
2039					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,695,381	May 15	2,695,381	September 15	2,762,766
February 15	2,695,381	June 15	2,695,381	October 15	2,762,766
March 15	2,695,381	July 15	2,695,381	November 15	2,762,766
April 15	2,695,381	August 15	2,695,381	December 15	2,762,766

2040					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,762,766	May 15	2,762,766	September 15	2,831,835
February 15	2,762,766	June 15	2,762,766	October 15	2,831,835
March 15	2,762,766	July 15	2,762,766	November 15	2,831,835
April 15	2,762,766	August 15	2,762,766	December 15	2,831,835
2041					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,831,835	May 15	2,831,835	September 15	2,902,631
February 15	2,831,835	June 15	2,831,835	October 15	2,902,631
March 15	2,831,835	July 15	2,831,835	November 15	2,902,631
April 15	2,831,835	August 15	2,831,835	December 15	2,902,631
2042					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,902,631	May 15	2,902,631	September 15	2,975,197
February 15	2,902,631	June 15	2,902,631	October 15	2,975,197
March 15	2,902,631	July 15	2,902,631	November 15	2,975,197
April 15	2,902,631	August 15	2,902,631	December 15	2,975,197
2043					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	2,975,197	May 15	2,975,197	September 15	3,049,577
February 15	2,975,197	June 15	2,975,197	October 15	3,049,577
March 15	2,975,197	July 15	2,975,197	November 15	3,049,577
April 15	2,975,197	August 15	2,975,197	December 15	3,049,577
2044					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,049,577	May 15	3,049,577	September 15	3,125,816
February 15	3,049,577	June 15	3,049,577	October 15	3,125,816
March 15	3,049,577	July 15	3,049,577	November 15	3,125,816
April 15	3,049,577	August 15	3,049,577	December 15	3,125,816
2045					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,125,816	May 15	3,125,816	September 15	3,203,961
February 15	3,125,816	June 15	3,125,816	October 15	3,203,961
March 15	3,125,816	July 15	3,125,816	November 15	3,203,961
April 15	3,125,816	August 15	3,125,816	December 15	3,203,961
2046					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,203,961	May 15	3,203,961	September 15	3,284,061
February 15	3,203,961	June 15	3,203,961	October 15	3,284,061
March 15	3,203,961	July 15	3,203,961	November 15	3,284,061
April 15	3,203,961	August 15	3,203,961	December 15	3,284,061

2047					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,284,061	May 15	3,284,061	September 15	3,366,162
February 15	3,284,061	June 15	3,284,061	October 15	3,366,162
March 15	3,284,061	July 15	3,284,061	November 15	3,366,162
April 15	3,284,061	August 15	3,284,061	December 15	3,366,162
2048					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,366,162	May 15	3,366,162	September 15	3,450,316
February 15	3,366,162	June 15	3,366,162	October 15	3,450,316
March 15	3,366,162	July 15	3,366,162	November 15	3,450,316
April 15	3,366,162	August 15	3,366,162	December 15	3,450,316
2049					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,450,316	May 15	3,450,316	September 15	3,356,574
February 15	3,450,316	June 15	3,450,316	October 15	3,356,574
March 15	3,450,316	July 15	3,450,316	November 15	3,356,574
April 15	3,450,316	August 15	3,450,316	December 15	3,356,574
2050					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,356,574	May 15	3,356,574	September 15	3,624,988
February 15	3,356,574	June 15	3,356,574	October 15	3,624,988
March 15	3,356,574	July 15	3,356,574	November 15	3,624,988
April 15	3,356,574	August 15	3,356,574	December 15	3,624,988
2051					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,624,988	May 15	3,624,988	September 15	3,715,613
February 15	3,624,988	June 15	3,624,988	October 15	3,715,613
March 15	3,624,988	July 15	3,624,988	November 15	3,715,613
April 15	3,624,988	August 15	3,624,988	December 15	3,715,613
2052					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,715,613	May 15	3,715,613	September 15	3,808,503
February 15	3,715,613	June 15	3,715,613	October 15	3,808,503
March 15	3,715,613	July 15	3,715,613	November 15	3,808,503
April 15	3,715,613	August 15	3,715,613	December 15	3,808,503
2053					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	3,808,503	May 15	3,808,503	September 15	3,903,716
February 15	3,808,503	June 15	3,808,503	October 15	3,903,716
March 15	3,808,503	July 15	3,808,503	November 15	3,903,716
April 15	3,808,503	August 15	3,808,503	December 15	3,903,716

2054					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January	3,903,716	May	3,903,716	September	4001,309
February	3,903,716	June	3,903,716	October	4001,309
March	3,903,716	July	3,903,716	November	4001,309
April	3,903,716	August	3,903,716	December	4001,309
2055					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January	4001,309	May	4001,309	September	4,101,342
February	4001,309	June	4001,309	October	4,101,342
March	4001,309	July	4001,309	November	4,101,342
April	4001,309	August	4001,309	December	4,101,342
2056					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January	4,101,342	May	4,101,342	September	
February	4,101,342	June	4,101,342	October	
March	4,101,342	July	4,101,342	November	
April	4,101,342	August	4,101,342	December	

SCHEDULE G

SECOND LEVEL RENT PAYMENT SCHEDULE

2026					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15		May 15		September 15	
February 15		June 15		October 15	
March 15		July 15		November 15	
April 15		August 15		December 15	
2027					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15		May 15	11,874	September 15	11,874
February 15		June 15	11,874	October 15	11,874
March 15	11,874	July 15	11,874	November 15	11,874
April 15	11,874	August 15	11,874	December 15	11,874
2028					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	11,874	May 15	11,992	September 15	11,992
February 15	11,874	June 15	11,992	October 15	11,992
March 15	11,992	July 15	11,992	November 15	11,992
April 15	11,992	August 15	11,992	December 15	11,992
2029					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	11,992	May 15	12,112	September 15	12,112
February 15	11,992	June 15	12,112	October 15	12,112
March 15	12,112	July 15	12,112	November 15	12,112
April 15	12,112	August 15	12,112	December 15	12,112
2030					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	12,112	May 15	12,233	September 15	12,233
February 15	12,112	June 15	12,233	October 15	12,233
March 15	12,233	July 15	12,233	November 15	12,233
April 15	12,233	August 15	12,233	December 15	12,233
2031					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	12,233	May 15	12,356	September 15	12,356
February 15	12,233	June 15	12,356	October 15	12,356
March 15	12,356	July 15	12,356	November 15	12,356
April 15	12,356	August 15	12,356	December 15	12,356
2032					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	12,356	May 15	12,479	September 15	12,479
February 15	12,356	June 15	12,479	October 15	12,479
March 15	12,479	July 15	12,479	November 15	12,479
April 15	12,479	August 15	12,479	December 15	12,479

2033					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	12,479	May 15	12,603	September 15	12,603
February 15	12,479	June 15	12,603	October 15	12,603
March 15	12,603	July 15	12,603	November 15	12,603
April 15	12,603	August 15	12,603	December 15	12,603
2034					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	12,603	May 15	12,730	September 15	12,730
February 15	12,603	June 15	12,730	October 15	12,730
March 15	12,730	July 15	12,730	November 15	12,730
April 15	12,730	August 15	12,730	December 15	12,730
2035					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	12,730	May 15	12,857	September 15	12,857
February 15	12,730	June 15	12,857	October 15	12,857
March 15	12,857	July 15	12,857	November 15	12,857
April 15	12,857	August 15	12,857	December 15	12,857
2036					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	12,857	May 15	12,985	September 15	12,985
February 15	12,857	June 15	12,985	October 15	12,985
March 15	12,985	July 15	12,985	November 15	12,985
April 15	12,985	August 15	12,985	December 15	12,985
2037					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	12,985	May 15	13,116	September 15	13,116
February 15	12,985	June 15	13,116	October 15	13,116
March 15	13,116	July 15	13,116	November 15	13,116
April 15	13,116	August 15	13,116	December 15	13,116
2038					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	13,116	May 15	13,247	September 15	13,247
February 15	13,116	June 15	13,247	October 15	13,247
March 15	13,247	July 15	13,247	November 15	13,247
April 15	13,247	August 15	13,247	December 15	13,247
2039					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	13,247	May 15	13,379	September 15	13,379
February 15	13,247	June 15	13,379	October 15	13,379
March 15	13,379	July 15	13,379	November 15	13,379
April 15	13,379	August 15	13,379	December 15	13,379

2040					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	13,379	May 15	13,513	September 15	13,513
February 15	13,379	June 15	13,513	October 15	13,513
March 15	13,513	July 15	13,513	November 15	13,513
April 15	13,513	August 15	13,513	December 15	13,513
2041					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	13,513	May 15	13,648	September 15	13,648
February 15	13,513	June 15	13,648	October 15	13,648
March 15	13,648	July 15	13,648	November 15	13,648
April 15	13,648	August 15	13,648	December 15	13,648
2042					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	13,648	May 15	13,784	September 15	13,784
February 15	13,648	June 15	13,784	October 15	13,784
March 15	13,784	July 15	13,784	November 15	13,784
April 15	13,784	August 15	13,784	December 15	13,784
2043					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	13,784	May 15	13,923	September 15	13,923
February 15	13,784	June 15	13,923	October 15	13,923
March 15	13,923	July 15	13,923	November 15	13,923
April 15	13,923	August 15	13,923	December 15	13,923
2044					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	13,923	May 15	14,062	September 15	14,062
February 15	13,923	June 15	14,062	October 15	14,062
March 15	14,062	July 15	14,062	November 15	14,062
April 15	14,062	August 15	14,062	December 15	14,062
2045					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	14,062	May 15	14,202	September 15	14,202
February 15	14,062	June 15	14,202	October 15	14,202
March 15	14,202	July 15	14,202	November 15	14,202
April 15	14,202	August 15	14,202	December 15	14,202
2046					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	14,202	May 15	14,344	September 15	14,344
February 15	14,202	June 15	14,344	October 15	14,344
March 15	14,344	July 15	14,344	November 15	14,344
April 15	14,344	August 15	14,344	December 15	14,344

2047					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	14,344	May 15	14,488	September 15	14,488
February 15	14,344	June 15	14,488	October 15	14,488
March 15	14,488	July 15	14,488	November 15	14,488
April 15	14,488	August 15	14,488	December 15	14,488
2048					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	14,488	May 15	14,632	September 15	14,632
February 15	14,488	June 15	14,632	October 15	14,632
March 15	14,632	July 15	14,632	November 15	14,632
April 15	14,632	August 15	14,632	December 15	14,632
2049					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	14,632	May 15	14,779	September 15	14,779
February 15	14,632	June 15	14,779	October 15	14,779
March 15	14,779	July 15	14,779	November 15	14,779
April 15	14,779	August 15	14,779	December 15	14,779
2050					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	14,779	May 15	14,926	September 15	14,926
February 15	14,779	June 15	14,926	October 15	14,926
March 15	14,926	July 15	14,926	November 15	14,926
April 15	14,926	August 15	14,926	December 15	14,926
2051					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	14,926	May 15	15,076	September 15	15,076
February 15	14,926	June 15	15,076	October 15	15,076
March 15	15,076	July 15	15,076	November 15	15,076
April 15	15,076	August 15	15,076	December 15	15,076
2052					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	15,076	May 15	15,227	September 15	15,227
February 15	15,076	June 15	15,227	October 15	15,227
March 15	15,227	July 15	15,227	November 15	15,227
April 15	15,227	August 15	15,227	December 15	15,227
2053					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	15,227	May 15	15,379	September 15	15,379
February 15	15,227	June 15	15,379	October 15	15,379
March 15	15,379	July 15	15,379	November 15	15,379
April 15	15,379	August 15	15,379	December 15	15,379

2054					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	15,379	May 15	15,688	September 15	15,688
February 15	15,379	June 15	15,688	October 15	15,688
March 15	15,688	July 15	15,688	November 15	15,688
April 15	15,688	August 15	15,688	December 15	15,688
2055					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	15,688	May 15	15,845	September 15	15,845
February 15	15,688	June 15	15,845	October 15	15,845
March 15	15,845	July 15	15,845	November 15	15,845
April 15	15,845	August 15	15,845	December 15	15,845
2056					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	15,845	May 15	16,004	September 15	16,004
February 15	15,845	June 15	16,004	October 15	16,004
March 15	16,004	July 15	16,004	November 15	16,004
April 15	16,004	August 15	16,004	December 15	16,004
2057					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	16,004	May 15	16,163	September 15	16,163
February 15	16,004	June 15	16,163	October 15	16,163
March 15	16,163	July 15	16,163	November 15	16,163
April 15	16,163	August 15	16,163	December 15	16,163
2058					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	16,163	May 15	16,325	September 15	16,325
February 15	16,163	June 15	16,325	October 15	16,325
March 15	16,325	July 15	16,325	November 15	16,325
April 15	16,325	August 15	16,325	December 15	16,325
2059					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	16,325	May 15	16,489	September 15	16,489
February 15	16,325	June 15	16,489	October 15	16,489
March 15	16,489	July 15	16,489	November 15	16,489
April 15	16,489	August 15	16,489	December 15	16,489
2060					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	16,489	May 15	16,653	September 15	16,653
February 15	16,489	June 15	16,653	October 15	16,653
March 15	16,653	July 15	16,653	November 15	16,653
April 15	16,653	August 15	16,653	December 15	16,653

2061					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	16,653	May 15	16,820	September 15	16,820
February 15	16,653	June 15	16,820	October 15	16,820
March 15	16,820	July 15	16,820	November 15	16,820
April 15	16,820	August 15	16,820	December 15	16,820
2062					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	16,820	May 15	16,988	September 15	16,988
February 15	16,820	June 15	16,988	October 15	16,988
March 15	16,988	July 15	16,988	November 15	16,988
April 15	16,988	August 15	16,988	December 15	16,988
2063					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	16,988	May 15	17,158	September 15	17,158
February 15	16,988	June 15	17,158	October 15	17,158
March 15	17,158	July 15	17,158	November 15	17,158
April 15	17,158	August 15	17,158	December 15	17,158
2064					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	17,158	May 15	17,330	September 15	17,330
February 15	17,158	June 15	17,330	October 15	17,330
March 15	17,330	July 15	17,330	November 15	17,330
April 15	17,330	August 15	17,330	December 15	17,330
2065					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	17,330	May 15	17,503	September 15	17,503
February 15	17,330	June 15	17,503	October 15	17,503
March 15	17,503	July 15	17,503	November 15	17,503
April 15	17,503	August 15	17,503	December 15	17,503
2066					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	17,503	May 15	17,678	September 15	17,678
February 15	17,503	June 15	17,678	October 15	17,678
March 15	17,678	July 15	17,678	November 15	17,678
April 15	17,678	August 15	17,678	December 15	17,678
2067					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	17,678	May 15	17,855	September 15	17,855
February 15	17,678	June 15	17,855	October 15	17,855
March 15	17,855	July 15	17,855	November 15	17,855
April 15	17,855	August 15	17,855	December 15	17,855

2068					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January	17,855	May		September	
February	17,855	June		October	
March		July		November	
April		August		December	

SCHEDULE I

THIRD LEVEL RENT PAYMENT SCHEDULE

2026					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15		May 15		September 15	
February 15		June 15		October 15	
March 15		July 15		November 15	
April 15		August 15		December 15	
2027					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15		May 15		September 15	47,125
February 15		June 15		October 15	47,125
March 15		July 15	47,125	November 15	47,125
April 15		August 15	47,125	December 15	47,125
2028					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2029					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2030					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2031					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2032					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125

2033					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2034					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2035					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2036					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2037					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2038					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2039					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125

2040					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2041					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2042					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2043					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2044					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2045					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2046					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125

2047					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2048					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2049					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2050					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2051					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2052					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125
2053					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January 15	47,125	May 15	47,125	September 15	47,125
February 15	47,125	June 15	47,125	October 15	47,125
March 15	47,125	July 15	47,125	November 15	47,125
April 15	47,125	August 15	47,125	December 15	47,125

2054					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January	47,125	May	47,125	September	47,125
February	47,125	June	47,125	October	47,125
March	47,125	July	47,125	November	47,125
April	47,125	August	47,125	December	47,125
2055					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January	47,125	May	47,125	September	47,125
February	47,125	June	47,125	October	47,125
March	47,125	July	47,125	November	47,125
April	47,125	August	47,125	December	47,125
2056					
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
January	47,125	May	47,125	September	47,125
February	47,125	June	47,125	October	47,125
March	47,125	July	47,125	November	47,125
April	47,125	August	47,125	December	47,125

SCHEDULE I

RATE