



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 LLC, an Arizona limited liability company

***Project Title/Description:**

Mosaic Quarter Phase I Lease Agreement

***Purpose:**

The Phase I Lease ("Agreement") between MQD Phase I LLC (Landlord – "MQD") and Pima County (Tenant) is for a period of 30 years during the duration of the Mosaic Quarter project funding. The Agreement is to pass through portions of operational cash flow for the payment of debt service, real estate property taxes, ground rent and the distribution of MQD's 45 percent share of net operational cash flow. 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 Pima County (Tenant) to enter into an Agreement with MQD (Landlord) for the purpose of ensuring the payment of debt service, the payment of real estate property taxes, the payment of ground rent, the distribution of 45 percent of the net operational cash flows to MQD and the distribution of 55 percent of cash flows to Pima County.

***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

TO: COB, 2-21-2024 (1)
Vers 1
pgs. 103

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: CT

Department Code: RPS

Contract Number (i.e., 15-123): 24*0368

Commencement Date: 3/5/2024

Termination Date: 9/15/2056

Prior Contract Number (Synergen/CMS): _____

☒ Expense Amount \$ 1,628,037,732.00 *

☐ Revenue Amount: \$ _____

***Funding Source(s) required: General Fund**

Funding from General Fund? ☒ Yes ☐ No

If Yes \$ 1,628,037,732.00 % _____

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: RPS

Telephone: 520-724-6306

Department Director Signature: _____

Date: 2/21/2024

Deputy County Administrator Signature: _____

Date: 2/21/2024

County Administrator Signature: _____

Date: 02/21/2024

ADV Contract Number: CT-RPS-24*0368

**MOSAIC QUARTER PHASE I
LEASE AGREEMENT**

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LEASE AGREEMENT

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

WHEREAS, Knott Development Inc ACC entered into that certain Amended and Restated Master Developer Partnership and Development Agreement with Lessee on October 4, 2022 (the "Development Agreement"), a copy of which is attached to this Lease 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 Lessee (as landlord) have entered into 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 Lease 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 Lessor of even date herewith (the "Phase I Ground Lease") a copy of which is attached to this Lease as Exhibit C and pursuant to which the Developer leased the Land to Lessor;

WHEREAS, in accordance with terms of the Development Agreement, the Master Ground Lease, and the Phase I Ground Lease, Lessor and Lessee are entering into this Lease; and

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).

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 Lessee, and upon the terms and conditions herein specified, Lessor as of the Effective Date hereby leases and subleases (as applicable) to Lessee, and Lessee hereby leases and subleases (as applicable) from Lessor, 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 Lessor'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 and installed by Lessor in the Premises (the "Personal Property"). A detailed list of the Personal Property will be attached to this Lease on Schedule B after Substantial Completion of the Improvements.

This is a lease of real property, improvements and fixtures and personal property. Notwithstanding anything to the contrary in the foregoing, the Premises shall not include Lessee's trade fixtures acquired with Lessee'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 Lessor), Lessee's business machinery, furniture, equipment, motorized vehicles, tools, supplies and materials, security systems, cameras, inventory and other personal property and materials placed by Lessee in or upon the Premises or necessary for the operation of its business and acquired with Lessee's separate funds (collectively, "Lessee's Personal Property"), which shall remain the property of Lessee. Any damage to the Premises resulting from the removal of any of Lessee's Personal Property shall be repaired by Lessee at no cost to Lessor.

(b) Lessee acknowledges that the commencement of the development and construction of the 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 shall complete the development and construction of such Improvements in accordance with the terms and conditions of the Development Agreement, the 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 Lease, 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 Lessor or Lessee may have under the Development Agreement or any other agreement relating to the Improvements; it being understood and agreed, however, that the exercise by Lessee 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 Lessee under this Lease or give rise to a default or Event of Default under this Lease or give the Lessee the right to abate County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent or County Cash Flow Rent (as such terms are hereinafter defined) or cancel or terminate this Lease or exercise any other remedies under this Lease or claim a constructive eviction or similar right or otherwise excuse performance by the Lessee of its payment or performance obligations under this Lease.

(c) The Premises are leased to Lessee in their present condition without representation or warranty by Lessor 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 in Schedule C hereto (all such matters to which this Lease of the Premises is subject are hereinafter collectively referred to as the "Permitted Exceptions"). Lessee acknowledges that Lessor does not own the Land and that Lessor's interest in the Land derives from the Master Ground Lease and the Phase I Ground Lease, and that this Lease is subject in all respects thereto.

(d) Lessee 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. Lessee acknowledge that Lessee is fully familiar with the physical condition of the Premises and that Lessor makes no representation or warranty, express or implied, with respect to same. THE LEASE AND SUBLEASE OF THE PREMISES IS AND THE DELIVERY OF THE IMPROVEMENTS WILL BE ON AN "AS IS" BASIS, IT BEING AGREED THAT LESSEE WILL LEASE AND SUBLEASE THE PREMISES (INCLUDING THE IMPROVEMENTS) IN THEIR PRESENT CONDITION, WITH ALL FAULTS. LESSOR 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. Except as otherwise provided in the Development Agreement, Lessee acknowledges and agrees that no representations or warranties have been made by Lessor, or

by any person, firm or agent acting or purporting to act on behalf of Lessor, 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 Lessee by any third party contractor relative to the Premises (regardless of whether the same were retained or paid for by Lessor), 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.

Section 1.2 Use. Lessee 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 Lessee 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 Lease 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 Lessee or Lessor. Notwithstanding the foregoing provisions of this Section 1.3, if Lessor shall not close on the MQ Phase I Financing (as defined in the Master Ground Lease) within ninety (90) days of the Effective Date of this Lease, Lessee shall have the right to terminate this Lease by proving written notice to Lessor. If this Lease is terminated by Lessee pursuant to the preceding sentence, this Lease shall be null and void and of no further force and Lessee shall thereafter have no liability hereunder.

Section 1.4 Rent.

(a) Lessor and Lessee acknowledge and agree that the waterfall treatment of allocating Monthly Sublease Deposits (as hereinafter defined) to County Basic Rent (as hereinafter defined), County Second Level Rent (as hereinafter defined), County Third Level Rent (as hereinafter defined), Additional Rent (as hereinafter defined) and Cash Flow Rent (as hereinafter defined) is designed to ensure that Monthly Sublease Deposits are prioritized to satisfy Lessee's obligation to pay County Basic Rent and to avoid a circumstance where a Phase I County Direct Payment is required. As a part of such waterfall allocation of Monthly Sublease Deposits in favor, and in prioritization, of County Basic Rent, Lessor acknowledges and agrees that even though such prioritization first allocates Monthly Sublease Deposits to County Basic Rent (and, whereby it is theoretically possible that a circumstance arises whereby all such Monthly Sublease Deposits are allocated solely to County Basic Rent pursuant to the terms of this Lease), such prioritization of County Basic Rent does not abate, defer or otherwise alleviate (i) the imposition and accrual of Applicable Property Taxes (as such term is defined in the Master Ground Lease) on the Improvements or (ii) Lessor's obligation to make timely and full payment of any Applicable Property Taxes imposed on the Improvements pursuant to applicable Legal Requirements.

(b) Simultaneously with the closing of the MQ Phase I Financing, Lessee shall establish an interest-bearing deposit account (the "County Phase I Lease Account") at a federally insured bank designated as the Lender's trustee under the Mortgage (as hereinafter defined) (the "Securitization Trustee"). Any successor Securitization Trustee must be approved by Lessee in writing, such approval not to be unreasonably withheld by Lessee. The County Phase I Lease Account shall be separate from the County Phase I Sublease Account (as defined in the Phase I Sublease) and the County Phase I Lease Reserve Account (as defined below). To the extent that the Securitization Trustee charges fees for the establishment or maintenance of the County Phase I Lease Account that are separate from the fees charged by the Securitization Trustee for providing its services under the Phase I Lease Direction Letter, such fees shall be borne solely by Lessor. The Securitization Trustee shall invest monies in the County Phase I Lease Account in Permitted Investments (as defined below) at the direction of the Lessee, subject to the consent of Lender (such consent not to be unreasonably withheld). Lessee acknowledges, confirms and agrees

that (A) the deposits made to the County Phase I Lease Account and funds held within the County Phase I Lease Account pursuant to the provisions of this Lease are Project-Generated Funds (as hereinafter defined), the source of which are Monthly Sublease 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, including, without limitation, the State of Arizona and (B) the use of funds deposited to the County Phase I Lease Account or held within the County Phase I Lease Account, as Project-Generated Funds is not subject to appropriation action by the Pima County Board of Supervisors or appropriations actions by any other Governmental Authority, including, without limitation, the State of Arizona.

(c) Simultaneously with the closing of the MQ Phase I Financing, Lessee shall establish an interest-bearing deposit account, separate and distinct from the County Phase I Lease Account and the County Phase I Sublease Account (as defined in the Phase I Sublease), with the Securitization Trustee (the "County Phase I Lease Reserve Account"). As set forth in this Lease and the Phase I Lease Direction Letter, funds within the County Phase I Lease Reserve Account may only be used to satisfy County Basic Rent Obligations. To the extent that the Securitization Trustee charges fees for the establishment or maintenance of the County Phase I Lease Reserve Account that are separate from the fees charged by the Securitization Trustee for providing its services under the Phase I Lease Direction Letter, such fees shall be borne solely by Lessor. Pursuant to the Phase I Lease Direction Letter, the Securitization Trustee shall provide Lessor and Lender with a true and correct copies of each monthly statement of the County Phase I Lease Reserve Account that the Securitization Trustee provides to Lessee (each a "Monthly County Phase I Lease Reserve Account Statement"). Pursuant to the Phase I Lease Direction Letter, the Securitization Trustee shall invest the funds deposited into the County Phase I Lease Reserve Account in Permitted Investments at the direction of Lessee, subject to Lender's consent (such consent not to be unreasonably withheld). Pursuant to the Phase I Lease Direction Letter, upon payment in full of the MQ Phase I Financing, any funds remaining in the County Phase I Lease Reserve Account shall be distributed by the Securitization Trustee to Lessee. Lessee acknowledges, confirms and agrees that (A) the deposits made to the County Phase I Lease Reserve Account and funds held within the County Phase I Lease Reserve Account are Project-Generated Funds, the source of which are Monthly Sublease 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, including, without limitation, the State of Arizona and (B) the use of funds deposited to the County Phase I Lease Reserve Account or held within the County Phase I Lease Reserve Account in accordance with the provisions of this Lease, as Project-Generated Funds is not subject to appropriation action by the Pima County Board of Supervisors or appropriations actions by any other Governmental Authority, including, without limitation, the State of Arizona.

(d) Simultaneously with the closing of the MQ Phase I Financing, Lessor shall establish an interest-bearing deposit account with the Securitization Trustee (the "Owner Phase I Lease Account"). To the extent that the Securitization Trustee charges fees for the establishment or maintenance of the Owner Phase I Lease Account that are separate from the fees charged by the Securitization Trustee for providing its services under the Phase I Lease Direction Letter, such fees shall be borne solely by Lessor.

(e) Simultaneously with the closing of the MQ Phase I Financing, Lessor establish a reserve account (the "Owner Phase I Reserve Assets Account") with the Securitization Trustee. To the extent that the Securitization Trustee charges fees for the establishment or maintenance of the Owner Phase I Reserve Assets Account that are separate from the fees charged by the Securitization Trustee for providing its services under the Phase I Lease Direction Letter, such fees shall be borne solely by Lessor.

(i) Lessor shall deposit funds or a Qualified Reserve Fund Instrument (as defined below) into the Owner Phase I Reserve Assets Account at such time or times as there remains any amount outstanding under the MQ Phase I Financing so that, pursuant to the provisions of this Section 1.4(e) of this Lease, the value of the Owner Phase I Reserve Assets Account (as confirmed on each Permitted Investments Valuation Date (as defined below)) is equal to or in excess of the Reserve Requirement (as defined below).

(ii) Funds deposited by Lessor in the Owner Phase I Reserve Assets Account shall, pursuant to the Phase I Lease Direction Letter, be invested by the Securitization Trustee in Permitted Investments at the direction of Lessor, subject to Lender's approval, provided further that the Permitted Investments chosen by Lessee shall be subject to Lessee's consent (such consent not to be unreasonably withheld).

(iii) Pursuant to the Phase I Lease Direction Letter, the Securitization Trustee shall determine the value of the Permitted Investments held in the Owner Phase I Reserve Assets Account semiannually (the "Permitted Investments Valuation") as of the Business Day following each semiannual payment of principal and interest under the MQ Phase I Financing (the "Permitted Investments Valuation Date"). Pursuant to the Phase I Lease Direction Letter, each Permitted Investments Valuation shall be delivered to Lessor, Lessee and Lender within fifteen (15) Business Days of the Permitted Investments Valuation Date.

(iv) To the extent that a Permitted Investments Valuation is less than that necessary to satisfy the Reserve Requirement as of the next semiannual payment of principal and interest under the MQ Phase I Financing that immediately succeeds the Permitted Investments Valuation Date associated with such Permitted Investments Valuation (the "Permitted Investments Valuation Deficiency"), Lessor shall either deposit funds or Qualified Reserve Fund Instruments in an amount equal to the Permitted Investments Valuation Deficiency within thirty (30) days of the date of the Permitted Investments Valuation (a "Permitted Investments Deficiency Curing Deposit"). Should Lessor fail to make a Permitted Investments Deficiency Curing Deposit in accordance with the provisions of this Section 1.4(e)(iv), any Cash Flow Rent payable to Lessor under this Lease and the Phase I Lease Direction Letter shall be, pursuant to the Phase I Lease Direction Letter, deposited by the Securitization Trustee in the Owner Phase I Reserve Assets Account until such time as an amount of Cash Flow Rent equal to the Permitted Investments Deficiency Curing Deposit has been deposited into the Owner Phase I Reserve Assets Account.

(v) Notwithstanding the provisions of Section 1.4(e)(iv) of this Lease, should a Permitted Investments Valuation Deficiency exist following any one or combination of an Owner Phase I Reserve Asset Partial Liquidation Payment (as defined below) or an Owner Phase I Complete Liquidation Payment, then satisfaction of any such Permitted Investments Valuation Deficiency shall be made pursuant to Owner Phase I Transfer Account Reimbursements.

(vi) The term "Reserve Requirement" means, as of any Permitted Investment Valuation Date, an amount equal to three (3) times the debt service payment (principal and interest) due under the MQ Phase I Financing immediately following such Permitted Investments Valuation Date.

(vii) The term "Permitted Investments" includes (a) cash, (b) United States Treasury Certificates, Notes and Bonds, (c) direct obligations of the United States Treasury which have been stripped by the United States Treasury itself, (d) obligations issued by government agencies of the United States which are backed by the full faith and credit of the United States, and (e) pre-funded municipal bonds rated "Aaa" by Moody's Investors Services ("Moody's") and "AAA" by Standard & Poor's Rating Services ("S&P").

(viii) In addition to Section 1.4(e)(vii), the term "Permitted Investments" also includes (a) bank deposit products, unsecured certificates of deposit, time deposits and bankers' acceptances (having maturities of not more than thirty (30) days) of any bank, the short-term obligations of which are rated "A1" or better by S&P, the highest rating category of Moody's or are fully insured by the Federal Deposit Insurance Corporation (the "FDIC"), and (b) deposits the aggregate amount

of which are fully insured by the FDIC in banks that have capital and surplus of at least Five Million Dollars (\$5,000,000).

(ix) In addition to Section 1.4(e)(vii) and Section 1.4(e)(vii) of this Lease, the term "Permitted Investments" also includes (a) commercial paper (having original maturities of not more than two hundred seventy (270) days rated "A1+" by S&P and "Prime 1" by Moody's, and (b) money market mutual funds rated "Aam-G or higher by S&P or having a rating in the highest investment category granted thereby from Moody's, including those for which the Securitization Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

(x) In addition to Section 1.4(e)(vii), Section 1.4(e)(vii) and Section 1.4(e)(ix) of this Lease, the term "Permitted Investments" also includes Repurchase and Reverse Repurchase Agreements (as defined below) and Investment Agreements (as defined below).

(xi) The term "Repurchase and Reverse Repurchase Agreements" means repurchase or reverse repurchase agreements with (a) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A" by S&P and Moody's or (b) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation, or (c) any other entity rated "A" or better by S&P and Moody's, provided that:

(1) The market value of the collateral is maintained at levels of one hundred three percent (103%) of the principal amount invested or better;

(2) The Securitization Trustee or a third party acting solely as agent therefore (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(3) The repurchase or reverse repurchase agreement shall state, and an opinion of counsel shall be rendered at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(4) The repurchase or reverse repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as applicable, the provider must, at the direction of the Securitization Trustee, within ten (10) days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Securitization Trustee.

(xii) The term "Investment Agreements" means an investment agreement with a domestic or foreign bank or corporation the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, the claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa2" by Moody's, provided that, by the terms of the investment agreement:

(1) The invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) Business Days prior notice; and the Securitization Trustee, pursuant to the Phase I Lease Direction Letter, agrees to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(2) The investment agreement shall state that it is the unconditional and general obligation of the provider thereof, and is not subordinated to any other obligation of the provider thereof or, if the provider is a bank, the investment agreement shall state that the obligation of the provider to make payments thereunder ranks *pari passu* with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors (or substantially similar language acceptable to the Lender);

(3) The investment agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "A+" or "A1," respectively, the provider shall, at its option, within ten (10) days of receipt of publication of such downgrade, either (a) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Holder of the Collateral, collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels equal to not less than one hundred four percent (104%) of the principal amount invested, or (b) repay the principal of and accrued but unpaid interest on the investment.

(4) The investment agreement shall also provide that if the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the Securitization Trustee, within ten (10) Business Days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Securitization Trustee.

(5) The investment agreement shall also state that in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered and subject to an opinion of counsel, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession).

(6) The investment agreement shall also provide that if during its term the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Securitization Trustee, be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Securitization Trustee.

(7) The investment agreement shall also provide that if during its term the provider shall become insolvent, not pay its debts as they become due, be declared, or petition to be declared bankrupt the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid with interest thereon shall be repaid to the Securitization Trustee, as appropriate.

(xiii) The term "Qualified Reserve Fund Instrument" means a letter or line of credit, insurance policy or surety bond that meets the requirements set forth below:

(1) A surety bond or insurance policy issued to the Securitization Trustee on behalf of Lessor by a company licensed to issue an insurance policy guaranteeing the timely payment of principal and interest under the MQ Phase I Financing and which is held within the Owner Phase I Reserve Assets Account to meet the Reserve Requirement, provided the claims paying ability of the issuer thereof shall be rated "AA-" or "Aa3" by S&P or Moody's, respectively.

(2) An unconditional irrevocable letter of credit issued to the Securitization Trustee on behalf of Lessor by a bank may be deposited in the Owner Phase I Reserve Assets Account to meet the Reserve Requirement provided the issuer thereof is rated at least "AA-" by S&P. The letter of credit shall be payable in one or more draws upon presentation by the Securitization Trustee of a sight draft accompanied by its certificate that it does not hold sufficient other funds in the Owner Phase I Reserve Assets Account to make a required payment of principal or interest on the MQ Phase I Financing. The draws shall be payable within two (2) Business Days of presentation of the sight draft. The letter of credit shall be for a term of not less than three (3) years. The issuer of the letter of credit shall be required to notify the Securitization Trustee, not later than twenty-four (24) months prior to the stated expiration date of the letter of credit, as to whether such expiration date shall be extended, and if so, shall indicate the new expiration date.

(3) The letter of credit shall permit a draw in full not less than fourteen (14) days prior to the expiration or termination of such letter of credit if the letter of credit has not been replaced or renewed. The Securitization Trustee is required to draw upon the letter of credit prior to its expiration or termination unless an acceptable replacement is in place or the Reserve Requirement is otherwise fully funded.

(4) The deposit of any Qualified Reserve Fund Instrument shall be subject to receipt of an opinion of counsel of an attorney or firm of attorneys of nationally recognized standing in the related field as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such credit instrument is not a domestic entity, an opinion of foreign counsel. In addition, the use of an irrevocable letter of credit shall be subject to receipt of an opinion of counsel of such attorney or firm of attorneys to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U.S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U.S. Bankruptcy Code or similar state laws.

(f) Simultaneously with the execution and delivery of this Lease, Lessee will enter into that certain Sublease Agreement with MQD Phase I Operations LLC ("Phase I Sublessee") for the exclusive operation and management of the Premises (the "Phase I Sublease"), a copy of which is attached to this Lease as Exhibit D. Lessee shall not (absent the express, prior, written consent of Lessor and Lender) enter into any other lease, sublease, management agreement or any other agreement for the operation of the Premises other than the Phase I Sublease with the Phase I Sublessee.

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

(h) In accordance with the Phase I Lease Direction Letter, Lessee shall deposit one hundred percent (100%) of the Phase I Sublease Payments received by Lessee (as sublessor under the Phase I Sublease) in the County Phase I Sublease Account (as defined in the Phase I Sublease) into the County Phase I Lease Account (the “Monthly Sublease Deposits”). Monthly Sublease Deposits shall be made by the Securitization Trustee on behalf of Lessee, pursuant to the Phase I Lease Direction Letter, via book transfer from the County Phase I Sublease Account to the County Phase I Lease Account within five (5) Business Days of the receipt of any Phase I Sublease Payment, but not later than the fifteenth (15th) day of each calendar month during the Primary Term as reflected on Schedule E to this Lease. In accordance with the Phase I Lease Direction Letter, the Securitization Trustee will provide written notice to Lessor, Lessee and Lender of each transfer of Monthly Sublease Deposits to the County Phase I Lease Account within five (5) Business Days of the transfer thereof (each a “Monthly Sublease Deposit Notice”). The term “Phase I Sublease Payments” means the payments of Basic Rent, Second Level Rent, Third Level Rent, Additional Rent, Cash Flow Rent, as well as payments on Phase I Basic Rent Memorandum Accounts, Phase I Second Level Memorandum Accounts, Phase I Third Level Memorandum Accounts, Phase I Additional Rent Memorandum Accounts (as each such capitalized terms are defined in the Phase I Sublease) made to the County Phase I Sublease Account under the Phase I Sublease.

(i) All rent due under this Lease (County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent and County Cash Flow Rent, as each is hereinafter defined and together sometimes referred to as “Rent”) shall, in accordance with the Phase I Lease Direction Letter, be paid by the Securitization Trustee on behalf of the Lessee to the Lessor in the form of a book transfer from the County Phase I Lease Account to the Owner Phase I Lease Account.

(j) Rent shall be paid quarterly, in arrears, no later than the tenth (10th) day following the last day of each calendar quarter during the Primary Term not later than 2:00 PM (New York City time) (each a “Rent Payment Date”).

(k) County Basic Rent. On each Rent Payment Date, from Monthly Sublease Deposits for Rent due and owing on such Rent Payment Date, Lessee shall first pay, in priority to County Second Level Rent, County Third Level Rent, County Additional Rent and County Cash Flow Rent, the amounts set forth on Schedule F to this Lease (“County 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 County 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, County Basic Rent shall be prorated accordingly.

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

(ii) Within two (2) Business Days following the issuance of a Phase I County Basic Rent Deficiency Notice, the Securitization Trustee shall liquidate that portion of the Owner Phase I Reserve Assets necessary to cure the Phase I County Basic Rent Deficiency (the “Owner Phase I Reserve Asset Partial Liquidation Payment”). The Securitization Trustee shall, simultaneously with the initiation of the Owner Phase I Reserve Assets Partial Liquidation Payment provide written Notice to Lessor, Lender and Lessee consisting of a copy of the documentation of such Owner Phase I Reserve Asset Partial Liquidation (the “Owner Phase I Partial Liquidation Notice”), with such Owner Phase I Partial Liquidation Notice stating that (A) the Owner Phase I Reserve Assets Account was sufficient to satisfy the deficiency noted in the Phase I County Basic Rent Deficiency

Notice and (B) if sufficient, the remaining balance of such Owner Phase I Reserve Assets Account.

(iii) If the funds available from the Owner Phase I Reserve Assets Account are less than the Phase I County Basic Rent Deficiency set forth in the Phase I County Basic Rent Deficiency Notice, but in excess of Zero Dollars (\$0.00), (A) the Securitization Trustee shall pursuant to the Phase I Lease Direction Letter, within two (2) Business Days following the issuance of the Phase I County Basic Rent Deficiency Notice liquidate such remaining portion of the Owner Phase I Reserve Assets Account in partial satisfaction of the existing Phase I County Basic Rent Deficiency (the "Owner Phase I Complete Liquidation Payment"). The Securitization Trustee shall, simultaneously with the initiation of an Owner Phase I Complete Liquidation provide written Notice to Lessor, Lender and Lessee consisting of a copy of the documentation for such Owner Phase I Reserve Partial Liquidation (the "Owner Phase I Complete Liquidation Notice") with such Owner Phase I Complete Liquidation Notice confirming the exhaustion of the Owner Phase I Reserve Assets Account.

(iv) If an Owner Phase I Partial Liquidation Notice or an Owner Phase I Complete Liquidation Notice states that the then-current value of the Owner Phase I Reserve Assets Account is Zero Dollars (\$0.00), then the Phase I County Basic Rent Deficiency shall be addressed by the provisions of Section 1.4(k)(vii-xiv) of this Lease.

(v) In the case where the Securitization Trustee delivers an Owner Phase I Partial Liquidation Notice or an Owner Phase I Complete Liquidation Notice and there remains a portion of a Phase I County Basic Rent Deficiency outstanding, the Securitization Trustee shall, simultaneously with the delivery of such Owner Phase I Partial Liquidation Notice or Owner Phase I Complete Liquidation Notice deliver separate written Notice to Lessor, Lender and Lessee of the outstanding remaining balance of such Phase I County Basic Rent Deficiency (the "Phase I County Basic Rent Continued Deficiency Notice").

(vi) With each Owner Phase I Reserve Asset Partial Liquidation Payment or Owner Phase I Complete Liquidation Payment, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of each such Owner Phase I Reserve Asset Partial Liquidation Payment and/or Owner Phase I Complete Liquidation Payment that includes a per diem calculation of the annual accrual of interest at the Rate (as hereinafter defined) on the principal amount of such Owner Phase I Reserve Asset Partial Liquidation Payment and/or Owner Phase I Complete Liquidation Payment (each a "Phase I Owner Transfer Memorandum Account"), with written Notice consisting of each such Phase I Owner Transfer Memorandum Account, as prepared by Lessor's independent accounting firm, provided by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of any such Owner Phase I Reserve Asset Partial Liquidation Payment or Owner Phase I Complete Liquidation Payment. If following the creation of the first Phase I Owner Transfer Memorandum Account any further Owner Phase I Reserve Asset Partial Liquidation Payment or Owner Phase I Complete Liquidation Payment is affected by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate Phase I Owner Transfer Memorandum Accounts for each such Owner Phase I Reserve Asset Partial Liquidation Payment and Owner Phase I Complete Liquidation Payment, as applicable, and shall provide the written Notice required by this Section 1.4(k)(vi). Once created and until payment thereon is satisfied pursuant to the provisions of Section 1.4(k)(lix) of this Lease, Lessor shall cause its independent accounting firm to update each outstanding Phase I Owner Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of their receipt from Lessor's independent accounting firm.

(vii) If the Securitization Trustee issues a Phase I County Basic Rent Continued Deficiency Notice or if the provisions of Section 1.4(k)(iv) apply, then simultaneously with the issuance of such Phase I County Basic Rent Continued Deficiency Notice the Securitization Trustee will also issue written notice to Lessor, Lessee and Lender of the current balance of the Tenant Phase I Account (as defined in the Master Ground Lease) (the “Tenant Phase I Account Balance Confirmation”).

(viii) If the Tenant Phase I Account Balance Confirmation demonstrates that the Tenant Phase I Account has funds sufficient to satisfy all of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the Phase I Owner Reserve County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase I Ground Lease Direction Letter (as defined in the Master Ground Lease), transfer from the Tenant Phase I Account the amount required to fully satisfy such remaining balance of a Phase I County Basic Rent Deficiency (a “Tenant Phase I Account Partial Transfer”).

(ix) If the Tenant Phase I Account Balance Confirmation demonstrates that the Tenant Phase I Account has funds sufficient to satisfy part, but not all, of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the Phase I Owner Reserve County Basic Rent Continued Deficiency Notice, then the Securitization Trustee shall, pursuant to the Phase I Lease Direction Letter and the Phase I Ground Lease Direction Letter, transfer all funds then remaining within the Tenant Phase I Account to the Owner Phase I Lease Account in partial satisfaction of the remaining Phase I County Basic Rent Deficiency set forth in the Phase I Owner Reserve County Basic Rent Continued Deficiency Notice (a “Tenant Phase I Account Complete Transfer”).

(x) If the Tenant Phase I Account Balance Confirmation demonstrates that the then-current balance of the Tenant Phase I Account is Zero Dollars (\$0.00), then the Phase I County Basic Rent Deficiency set forth in the Phase I Owner Reserve County Basic Rent Continued Deficiency Notice shall be addressed by the provisions of Section 1.4(k)(xv-xxii) of this Lease.

(xi) Upon making a Tenant Phase I Account Partial Transfer to satisfy the remaining Phase I County Basic Rent Deficiency set forth in the Phase I Owner Reserve County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide Tenant (as defined in the Master Ground Lease), Lessee, Lessor and Lender with written notice of the Tenant Phase I Account Partial Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has been cured and (B) state the remaining balance of the Tenant Phase I Account following the Tenant Phase I Account Partial Transfer (the “Tenant Phase I Account County Basic Rent Deficiency Cure Notice”).

(xii) Upon making a Tenant Phase I Account Complete Transfer to satisfy a portion of the remaining Phase I County Basic Rent Deficiency set forth in the Phase I Owner Reserve County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide Tenant, Lessee, Lessor and Lender with written notice of the Tenant Phase I Account Complete Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has only been partially satisfied in the amount of the Tenant Phase I Account Complete Transfer, (B) confirm that no other funds remain in the Tenant Phase I Account, and (C) state the amount of the remaining Phase I County Basic Rent Deficiency after application of the Tenant Phase I Account Complete Transfer (the “Tenant Phase I Account County Basic Rent Continued Deficiency Notice”).

(xiii) In the case where the Securitization Trustee issues a Tenant Phase I Account County Basic Rent Deficiency Cure Notice, Lessor shall cause its independent accounting firm to

create a memorandum account within Lessor's financial records in the amount of the Tenant Phase I Account Partial Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such Tenant Phase I Account Partial Transfer (each a "Tenant Phase I Partial Transfer Memorandum Account"), with written Notice consisting of the Tenant Phase I Partial Transfer Memorandum Account, as prepared by Lessor's independent accounting firm, provided by Lessor to Tenant (as defined in the Master Ground Lease), Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the Tenant Phase I Account County Basic Rent Deficiency Cure Notice. If following the creation of the first Tenant Phase I Partial Transfer Memorandum Account any further Tenant Phase I Account County Basic Rent Deficiency Cure Notices are issued by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate Tenant Phase I Partial Transfer Memorandum Accounts for each such Tenant Phase I Account Partial Transfer and shall provide the written Notice required by this Section 1.4(k)(xiii). Once created and until repayment of each such Tenant Phase I Partial Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxi) of this Lease, Lessor shall cause its independent accounting firm to update each outstanding Tenant Phase I Account Partial Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of their receipt from Lessor's independent accounting firm. In addition to the creation of a Tenant Phase I Partial Transfer Memorandum Account for each Tenant Phase I Account Partial Transfer, simultaneously with the creation of each Tenant Phase I Partial Transfer Memorandum Account, Lessor shall issue a promissory note to Tenant in the amount of the respective Tenant Phase I Account Partial Transfer (each such promissory note a "Tenant Phase I Account Partial Transfer Note"), with interest accruing at the Rate and with a maturity date of ten (10) years from the date of issuance of such Tenant Phase I Account Partial Transfer Note and otherwise in form and substance satisfactory to the Lender.

(xiv) In the case where the Securitization Trustee issues a Tenant Phase I Account County Basic Rent Continued Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of the Tenant Phase I Account Complete Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such Tenant Phase I Account Complete Transfer (a "Tenant Phase I Complete Transfer Memorandum Account"), with written Notice consisting of the Tenant Phase I Complete Transfer Memorandum Account, as prepared by Lessor's independent accounting firm, provided by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the Tenant Phase I County Basic Rent Continued Deficiency Notice. Once created and until repayment of such Tenant Phase I Complete Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lx) of this Lease, Lessor shall cause its independent accounting firm to update the Tenant Phase I Account Complete Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of its receipt from Lessor's independent accounting firm. In addition to the creation of a Tenant Phase I Complete Transfer Memorandum Account, simultaneously with the creation of a Tenant Phase I Complete Transfer Memorandum Account, Lessor shall issue a promissory note to Tenant in the amount of the Tenant Phase I Account Complete Transfer (the "Tenant Phase I Account Complete Transfer Note"), with interest accruing at the Rate and with a maturity date of ten (10) years from the date of issuance of such Tenant Phase I Account Complete Transfer Note and otherwise in form and substance satisfactory to the Lender.

(xv) If the Securitization Trustee issues a Tenant Phase I Account County Basic Rent Continued Deficiency Notice or if the provisions of Section 1.4(k)(x) apply, then simultaneously with the issuance of such Tenant Phase I Account County Basic Rent Continued Deficiency Notice

the Securitization Trustee will also issue written notice to Lessor, Lessee and Lender of the current balance of the Tenant Phase II Account (as defined in the Master Ground Lease) (the "Tenant Phase II Account Balance Confirmation").

(xvi) If the Tenant Phase II Account Balance Confirmation demonstrates that the Tenant Phase II Account has funds sufficient to satisfy all of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the Tenant Phase I Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Ground Lease Direction Letter (as defined in the Master Ground Lease), transfer from the Tenant Phase II Account the amount required to fully satisfy such remaining balance of a Phase I County Basic Rent Deficiency (a "Tenant Phase II Account Partial Transfer").

(xvii) If the Tenant Phase II Account Balance Confirmation demonstrates that the Tenant Phase II Account has funds sufficient to satisfy part, but not all, of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the Tenant Phase I Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Ground Lease Direction Letter, transfer all funds then remaining within the Tenant Phase II Account to the Owner Phase I Lease Account in partial satisfaction of the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase I Owner Reserve County Basic Rent Continued Deficiency Notice (a "Tenant Phase II Account Complete Transfer").

(xviii) If the Tenant Phase II Account Balance Confirmation demonstrates that the then-current balance of the Tenant Phase II Account is Zero Dollars (\$0.00), then the Phase I County Basic Rent Deficiency set forth in the Tenant Phase I Account County Basic Rent Continued Deficiency Notice shall be addressed by the provisions of Section 1.4(k)(xxiii-xxx) of this Lease.

(xix) Upon making a Tenant Phase II Account Partial Transfer to satisfy the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase I Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide Tenant, Lessee, Lessor and Lender with written notice of the Tenant Phase II Account Partial Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has been cured and (B) state the remaining balance of the Tenant Phase II Account following the Tenant Phase II Account Partial Transfer (the "Tenant Phase II Account County Basic Rent Deficiency Cure Notice").

(xx) Upon making a Tenant Phase II Account Complete Transfer to satisfy a portion of the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase I Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide Tenant, Lessee, Lessor and Lender with written notice of the Tenant Phase II Account Complete Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has only been partially satisfied in the amount of the Tenant Phase II Account Complete Transfer, (B) confirm that no other funds remain in the Tenant Phase II Account, and (C) state the amount of the remaining Phase I County Basic Rent Deficiency after application of the Tenant Phase II Account Complete Transfer (the "Tenant Phase II Account County Basic Rent Continued Deficiency Notice").

(xxi) In the case where the Securitization Trustee issues a Tenant Phase II Account County Basic Rent Deficiency Cure Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of the Tenant Phase II Account Partial Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such Tenant Phase II Account Partial Transfer (each a "Tenant

Phase II Partial Transfer Memorandum Account”), with written Notice consisting of the Tenant Phase II Partial Transfer Memorandum Account, as prepared by Lessor’s independent accounting firm, provided by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the Tenant Phase II Account County Basic Rent Deficiency Cure Notice. If following the creation of the first Tenant Phase II Partial Transfer Memorandum Account any further Tenant Phase II Account County Basic Rent Deficiency Cure Notices are issued by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate Tenant Phase II Partial Transfer Memorandum Accounts for each such Tenant Phase II Account Partial Transfer and shall provide the written Notice required by this Section 1.4(k)(xxi). Once created and until repayment of each such Tenant Phase II Partial Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxiii) of this Lease, Lessor shall cause its independent accounting firm to update each outstanding Tenant Phase II Partial Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of their receipt from Lessor’s independent accounting firm. In addition to the creation of a Tenant Phase II Partial Transfer Memorandum Account for each Tenant Phase II Account Partial Transfer, simultaneously with the creation of each Tenant Phase II Partial Transfer Memorandum Account, Lessor shall issue a promissory note to Tenant in the amount of the respective Tenant Phase II Account Partial Transfer (each such promissory note a “Tenant Phase II Account Partial Transfer Note”), with interest accruing at the Rate and with a maturity date of ten (10) years from the date of issuance of such Tenant Phase II Account Partial Transfer Note and otherwise in form and substance satisfactory to the Lender.

(xxii) In the case where the Securitization Trustee issues a Tenant Phase II Account County Basic Rent Continued Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor’s financial records in the amount of the Tenant Phase II Account Complete Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such Tenant Phase II Account Complete Transfer (a “Tenant Phase II Complete Transfer Memorandum Account”), with written Notice consisting of the Tenant Phase II Complete Transfer Memorandum Account, as prepared by Lessor’s independent accounting firm, provided by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the Tenant Phase II Account County Basic Rent Continued Deficiency Notice. Once created and until repayment of such Tenant Phase II Complete Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxii) of this Lease, Lessor shall cause its independent accounting firm to update the Tenant Phase II Complete Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of its receipt from Lessor’s independent accounting firm. In addition to the creation of a Tenant Phase II Complete Transfer Memorandum Account for a Tenant Phase II Account Complete Transfer, simultaneously with the creation of a Tenant Phase II Complete Transfer Memorandum Account, Lessor shall issue a promissory note to Tenant in the amount of the Tenant Phase II Account Complete Transfer (the “Tenant Phase II Account Complete Transfer Note”), with interest accruing at the Rate and with a maturity date of ten (10) years from the date of issuance of such Tenant Phase II Account Complete Transfer Note and otherwise in form and substance satisfactory to the Lender.

(xxiii) If the Securitization Trustee issues a Tenant Phase II Account County Basic Rent Continued Deficiency Notice or if the provisions of Section 1.4(k)(xviii) apply, then simultaneously with the issuance of such Tenant Phase II Account County Basic Rent Continued Deficiency Notice the Securitization Trustee will also issue written notice to Lessor, Lessee and Lender of the current balance of the Tenant Phase III Account (as defined in the Master Ground

Lease) (the “Tenant Phase III Account Balance Confirmation”).

(xxiv) If the Tenant Phase III Account Balance Confirmation demonstrates that the Tenant Phase III Account has funds sufficient to satisfy all of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the Tenant Phase II Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Ground Lease Direction Letter (as defined in the Master Ground Lease), transfer from the Tenant Phase III Account the amount required to fully satisfy such remaining balance of a Phase I County Basic Rent Deficiency (a “Tenant Phase III Account Partial Transfer”).

(xxv) If the Tenant Phase III Account Balance Confirmation demonstrates that the Tenant Phase III Account has funds sufficient to satisfy part, but not all, of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the Tenant Phase II Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Ground Lease Direction Letter, transfer all funds then remaining within the Tenant Phase III Account to the Owner Phase I Lease Account in partial satisfaction of the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase II Owner Reserve County Basic Rent Continued Deficiency Notice (a “Tenant Phase III Account Complete Transfer”).

(xxvi) If the Tenant Phase III Account Balance Confirmation demonstrates that the then-current balance of the Tenant Phase III Account is Zero Dollars (\$0.00), then the Phase I County Basic Rent Deficiency set forth in the Tenant Phase II Account County Basic Rent Continued Deficiency Notice shall be addressed by the provisions of Section 1.4(k)(xxxi-xxxviii) of this Lease.

(xxvii) Upon making a Tenant Phase III Account Partial Transfer to satisfy the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase II Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide Tenant, Lessee, Lessor and Lender with written notice of the Tenant Phase III Account Partial Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has been cured and (B) state the remaining balance of the Tenant Phase III Account following the Tenant Phase III Account Partial Transfer (the “Tenant Phase III Account County Basic Rent Deficiency Cure Notice”).

(xxviii) Upon making a Tenant Phase III Account Complete Transfer to satisfy a portion of the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase II Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide Tenant, Lessee, Lessor and Lender with written notice of the Tenant Phase III Account Complete Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has only been partially satisfied in the amount of the Tenant Phase III Account Complete Transfer, (B) confirm that no other funds remain in the Tenant Phase III Account, and (C) state the amount of the remaining Phase I County Basic Rent Deficiency after application of the Tenant Phase III Account Complete Transfer (the “Tenant Phase III Account County Basic Rent Continued Deficiency Notice”).

(xxix) In the case where the Securitization Trustee issues a Tenant Phase III Account County Basic Rent Deficiency Cure Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor’s financial records in the amount of the Tenant Phase III Account Partial Transfer that includes a per diem calculation of the annual accrual of interest at

the Rate on the principal amount of such Tenant Phase III Account Partial Transfer (each a “Tenant Phase III Partial Transfer Memorandum Account”), with written Notice consisting of the Tenant Phase III Partial Transfer Memorandum Account, as prepared by Lessor’s independent accounting firm, provided by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the Tenant Phase III Account County Basic Rent Deficiency Cure Notice. If following the creation of the first Tenant Phase III Partial Transfer Memorandum Account any further Tenant Phase III Account County Basic Rent Deficiency Cure Notices are issued by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate Tenant Phase III Partial Transfer Memorandum Accounts for each such Tenant Phase III Account Partial Transfer and shall provide the written Notice required by this Section 1.4(k)(xxix). Once created and until repayment of each such Tenant Phase III Partial Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxv) of this Lease, Lessor shall cause its independent accounting firm to update each outstanding Tenant Phase III Partial Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of their receipt from Lessor’s independent accounting firm. In addition to the creation of a Tenant Phase III Partial Transfer Memorandum Account for each Tenant Phase III Account Partial Transfer, simultaneously with the creation of each Tenant Phase III Partial Transfer Memorandum Account, Lessor shall issue a promissory note to Tenant in the amount of the respective Tenant Phase III Account Partial Transfer (each such promissory note a “Tenant Phase III Account Partial Transfer Note”), with interest accruing at the Rate and with a maturity date of ten (10) years from the date of issuance of such Tenant Phase III Account Partial Transfer Note and otherwise in form and substance satisfactory to the Lender.

(xxx) In the case where the Securitization Trustee issues a Tenant Phase III Account County Basic Rent Continued Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor’s financial records in the amount of the Tenant Phase III Account Complete Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such Tenant Phase III Account Complete Transfer (a “Tenant Phase III Complete Transfer Memorandum Account”), with written Notice consisting of the Tenant Phase III Complete Transfer Memorandum Account, as prepared by Lessor’s independent accounting firm, provided by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the Tenant Phase III Account County Basic Rent Continued Deficiency Notice. Once created and until repayment of such Tenant Phase III Complete Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxiv) of this Lease, Lessor shall cause its independent accounting firm to update the Tenant Phase III Complete Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Tenant, Lessee, Lender and the Securitization Trustee within five (5) Business Days of its receipt from Lessor’s independent accounting firm. In addition to the creation of a Tenant Phase III Complete Transfer Memorandum Account for a Tenant Phase III Account Complete Transfer, simultaneously with the creation of a Tenant Phase III Complete Transfer Memorandum Account, Lessor shall issue a promissory note to Tenant in the amount of the Tenant Phase III Account Complete Transfer (the “Tenant Phase III Account Complete Transfer Note” and together with each Tenant Phase I Account Partial Transfer Note, the Tenant Phase I Account Complete Transfer Note, each Tenant Phase II Account Partial Transfer Note, the Tenant Phase II Account Complete Transfer Note and each Tenant Phase III Account Partial Transfer Note referred to as the “Reserve Notes”), with interest accruing at the Rate and with a maturity date of ten (10) years from the date of issuance of such Tenant Phase III Account Complete Transfer Note and otherwise in form and substance satisfactory to the Lender.

(xxxi) If the Securitization Trustee issues a Tenant Phase III Account County Basic Rent

Continued Deficiency Notice or if the provisions of Section 1.4(k)(xxvi) apply, then simultaneously with the issuance of such Tenant Phase III Account County Basic Rent Continued Deficiency Notice the Securitization Trustee will also issue written notice to Lessor, Lessee and Lender of the current balance of the County Phase I Lease Reserve Account (the "County Phase I Lease Reserve Account Balance Confirmation").

(xxxii) If the County Phase I Lease Reserve Account Balance Confirmation demonstrates that the County Phase I Lease Reserve Account has funds sufficient to satisfy all of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the Tenant Phase III Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, transfer from the County Phase I Lease Reserve Account to the Owner Phase I Lease Account the amount required to fully satisfy such remaining balance of a Phase I County Basic Rent Deficiency (a "County Phase I Lease Reserve Account Partial Transfer").

(xxxiii) If the County Phase I Lease Reserve Account Balance Confirmation demonstrates that the County Phase I Lease Reserve Account has funds sufficient to satisfy part, but not all, of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the Tenant Phase III Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, transfer all funds then remaining within the County Phase I Lease Reserve Account to the Owner Phase I Lease Account in partial satisfaction of the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase III Owner Reserve County Basic Rent Continued Deficiency Notice (a "County Phase I Lease Reserve Account Complete Transfer").

(xxxiv) If the County Phase I Lease Reserve Account Balance Confirmation demonstrates that the then-current balance of the County Phase I Lease Reserve Account is Zero Dollars (\$0.00), then the Phase I County Basic Rent Deficiency set forth in the Tenant Phase III Account County Basic Rent Continued Deficiency Notice shall be addressed by the provisions of Section 1.4(k)(xxxix-xlvi) of this Lease.

(xxxv) Upon making a County Phase I Lease Reserve Account Partial Transfer to satisfy the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase III Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide Lessee, Lessor and Lender with written notice of the County Phase I Lease Reserve Account Partial Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has been cured and (B) state the remaining balance of the County Phase I Lease Reserve Account following the County Phase I Lease Reserve Account Partial Transfer (the "County Phase I Lease Reserve Account County Basic Rent Deficiency Cure Notice").

(xxxvi) Upon making a County Phase I Lease Reserve Account Complete Transfer to satisfy a portion of the remaining Phase I County Basic Rent Deficiency set forth in the Tenant Phase III Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide Lessee, Lessor and Lender with written notice of the County Phase I Lease Reserve Account Complete Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has only been partially satisfied in the amount of the County Phase I Lease Reserve Account Complete Transfer, (B) confirm that no other funds remain in the County Phase I Lease Reserve Account, and (C) state the amount of the remaining Phase I County Basic Rent Deficiency after application of the County Phase I Lease Reserve Account Complete Transfer (the "County Phase I Lease Reserve Account County Basic Rent Continued Deficiency Notice").

(xxxvii) In the case where the Securitization Trustee issues a County Phase I Lease Reserve Account County Basic Rent Deficiency Cure Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of the County Phase I Lease Reserve Account Partial Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such County Phase I Lease Reserve Account Partial Transfer (each a "County Phase I Lease Reserve Partial Transfer Memorandum Account"), with written Notice consisting of the County Phase I Lease Reserve Partial Transfer Memorandum Account, as prepared by Lessor's independent accounting firm, provided by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the County Lease Reserve Account County Basic Rent Deficiency Cure Notice. If following the creation of the first County Phase I Lease Reserve Partial Transfer Memorandum Account any further County Phase I Lease Reserve Account County Basic Rent Deficiency Cure Notices are issued by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate County Phase I Lease Reserve Partial Transfer Memorandum Accounts for each such County Phase I Lease Reserve Account Partial Transfer and shall provide the written Notice required by this Section 1.4(k)(xxxvii). Once created and until repayment of each such County Phase I Lease Reserve Partial Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxvii) of this Lease, Lessor shall cause its independent accounting firm to update each outstanding County Phase I Lease Reserve Partial Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of their receipt from Lessor's independent accounting firm.

(xxxviii) In the case where the Securitization Trustee issues a County Phase I Lease Reserve Account County Basic Rent Continued Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of the County Phase I Lease Reserve Account Complete Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such County Phase I Lease Reserve Account Complete Transfer (a "County Phase I Lease Reserve Complete Transfer Memorandum Account"), with written Notice consisting of the County Phase I Lease Reserve Complete Transfer Memorandum Account, as prepared by Lessor's independent accounting firm, provided by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the County Phase I Lease Reserve Account County Basic Rent Continued Deficiency Notice. Once created and until repayment of such County Phase I Lease Reserve Complete Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxvi) of this Lease, Lessor shall cause its independent accounting firm to update the County Phase I Lease Reserve Complete Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of its receipt from Lessor's independent accounting firm.

(xxxix) If the Securitization Trustee issues a County Phase I Lease Reserve Account County Basic Rent Continued Deficiency Notice or if the provisions of Section 1.4(k)(xxxiv) apply, then simultaneously with the issuance of such County Phase I Lease Reserve Account County Basic Rent Continued Deficiency Notice the Securitization Trustee will also issue written notice to Lessor, Lessee and Lender of the current balance of the County Phase II Lease Reserve Account maintained pursuant to the Phase II Lease (as defined in the Master Ground Lease) (the "County Phase II Lease Reserve Account Balance Confirmation").

(xl) If the County Phase II Lease Reserve Account Balance Confirmation demonstrates that the County Phase II Lease Reserve Account has funds sufficient to satisfy all of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the County Phase I Lease Reserve

Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter (as defined in the Master Ground Lease), transfer from the County Phase II Lease Reserve Account the amount required to fully satisfy such remaining balance of a Phase I County Basic Rent Deficiency (a "County Phase II Lease Reserve Account Partial Transfer").

(xli) If the County Phase II Lease Reserve Account Balance Confirmation demonstrates that the County Phase II Lease Reserve Account has funds sufficient to satisfy part, but not all, of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the County Phase I Lease Reserve Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, transfer all funds then remaining within the County Phase II Lease Reserve Account to the Owner Phase I Lease Account in partial satisfaction of the remaining Phase I County Basic Rent Deficiency set forth in the County Phase I Lease Reserve Account County Basic Rent Continued Deficiency Notice (a "County Phase II Lease Reserve Account Complete Transfer").

(xlii) If the County Phase II Lease Reserve Account Balance Confirmation demonstrates that the then-current balance of the County Phase II Lease Reserve Account is Zero Dollars (\$0.00), then the Phase I County Basic Rent Deficiency set forth in the County Phase I Lease Reserve Account County Basic Rent Continued Deficiency Notice shall be addressed by the provisions of Section 1.4(k)(xlvii) of this Lease.

(xliii) Upon making a County Phase II Lease Reserve Account Partial Transfer to satisfy the remaining Phase I County Basic Rent Deficiency set forth in the County Phase I Lease Reserve Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, provide the Phase II Owner (as defined in the Master Ground Lease), Lessee, Lessor and Lender with written notice of the County Phase II Lease Reserve Account Partial Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has been cured and (B) state the remaining balance of the County Phase II Lease Reserve Account following the County Phase II Lease Reserve Account Partial Transfer (the "County Phase II Lease Reserve Account County Basic Rent Deficiency Cure Notice").

(xliv) Upon making a County Phase II Lease Reserve Account Complete Transfer to satisfy a portion of the remaining Phase I County Basic Rent Deficiency set forth in the County Phase I Lease Reserve Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, provide the Phase II Owner, Lessee, Lessor and Lender with written notice of the County Phase II Lease Reserve Account Complete Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has only been partially satisfied in the amount of the County Phase II Lease Reserve Account Complete Transfer, (B) confirm that no other funds remain in the County Phase II Lease Reserve Account, and (C) state the amount of the remaining Phase I County Basic Rent Deficiency after application of the County Phase II Lease Reserve Account Complete Transfer (the "County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice").

(xlv) In the case where the Securitization Trustee issues a County Phase II Lease Reserve Account County Basic Rent Deficiency Cure Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of the County Phase II Lease Reserve Account Partial Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such County Phase II Lease Reserve Account Partial Transfer (each a "County Phase II Lease Reserve Partial Transfer").

Memorandum Account”), with written Notice consisting of the County Phase II Lease Reserve Partial Transfer Memorandum Account, as prepared by Lessor’s independent accounting firm, provided by Lessor to the Phase II Owner, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the County Phase II Lease Reserve Account County Basic Rent Deficiency Cure Notice. If following the creation of the first County Phase II Lease Reserve Partial Transfer Memorandum Account any further County Phase II Lease Reserve Account County Basic Rent Deficiency Cure Notices are issued by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate County Phase II Lease Reserve Partial Transfer Memorandum Accounts for each such County Phase II Lease Reserve Account Partial Transfer and shall provide the written Notice required by this Section 1.4(k)(xlv). Once created and until repayment of each such County Phase II Lease Reserve Partial Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxix) of this Lease, Lessor shall cause its independent accounting firm to update each outstanding County Phase II Lease Reserve Partial Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to the Phase II Owner, Lessee, Lender and the Securitization Trustee within five (5) Business Days of their receipt from Lessor’s independent accounting firm.

(xlvi) In the case where the Securitization Trustee issues a County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor’s financial records in the amount of the County Phase II Lease Reserve Account Complete Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such County Phase II Lease Reserve Account Complete Transfer (a “County Phase II Lease Reserve Complete Transfer Memorandum Account”), with written Notice consisting of the County Phase II Lease Reserve Complete Transfer Memorandum Account, as prepared by Lessor’s independent accounting firm, provided by Lessor to the Phase II Owner, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice. Once created and until repayment of such County Phase II Lease Reserve Complete Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxviii) of this Lease, Lessor shall cause its independent accounting firm to update the County Phase II Lease Reserve Complete Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of its receipt from Lessor’s independent accounting firm.

(xlvii) If the Securitization Trustee issues a County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice or if the provisions of Section 1.4(k)(xlii) apply, then simultaneously with the issuance of such County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice the Securitization Trustee will also issue written notice to Lessor, Lessee and Lender of the current balance of the County Phase III Lease Reserve Account maintained pursuant to the Phase III Lease (as defined in the Master Ground Lease) (the “County Phase III Lease Reserve Account Balance Confirmation”).

(xlviii) If the County Phase III Lease Reserve Account Balance Confirmation demonstrates that the County Phase III Lease Reserve Account has funds sufficient to satisfy all of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter (as defined in the Master Ground Lease), transfer from the County Phase III Lease Reserve Account the amount required to fully satisfy such remaining balance of a Phase I County Basic Rent Deficiency (a “County Phase III Lease Reserve Account Partial Transfer”).

(xlix) If the County Phase III Lease Reserve Account Balance Confirmation demonstrates that the County Phase III Lease Reserve Account has funds sufficient to satisfy part, but not all, of the remaining portion of the Phase I County Basic Rent Deficiency set forth in the County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice, then the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, transfer all funds then remaining within the County Phase III Lease Reserve Account to the Owner Phase I Lease Account in partial satisfaction of the remaining Phase I County Basic Rent Deficiency set forth in the County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice (a "County Phase III Lease Reserve Account Complete Transfer").

(li) If the County Phase III Lease Reserve Account Balance Confirmation demonstrates that the then-current balance of the County Phase III Lease Reserve Account is Zero Dollars (\$0.00), then the Phase I County Basic Rent Deficiency set forth in the County Phase II Lease Reserve Account County Basic Rent Continued Deficiency Notice shall be addressed by the provisions of Section 1.4(k)(iv-ivii) of this Lease.

(lii) Upon making a County Phase III Lease Reserve Account Partial Transfer to satisfy the remaining Phase I County Basic Rent Deficiency set forth in the County Phase II Lease Reserve Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, provide the Phase III Owner (as defined in the Master Ground Lease), Lessee, Lessor and Lender with written notice of the County Phase III Lease Reserve Account Partial Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has been cured and (B) state the remaining balance of the County Phase III Lease Reserve Account following the County Phase III Lease Reserve Account Partial Transfer (the "County Phase III Lease Reserve Account County Basic Rent Deficiency Cure Notice").

(lii) Upon making a County Phase III Lease Reserve Account Complete Transfer to satisfy a portion of the remaining Phase I County Basic Rent Deficiency set forth in the County Phase II Lease Reserve Account County Basic Rent Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, provide the Phase III Owner, Lessee, Lessor and Lender with written notice of the County Phase III Lease Reserve Account Complete Transfer and such notice will (A) confirm that the Phase I County Basic Rent Deficiency has only been partially satisfied in the amount of the County Phase III Lease Reserve Account Complete Transfer, (B) confirm that no other funds remain in the County Phase III Lease Reserve Account, and (C) state the amount of the remaining Phase I County Basic Rent Deficiency after application of the County Phase III Lease Reserve Account Complete Transfer (the "County Phase III Lease Reserve Account County Basic Rent Continued Deficiency Notice").

(liii) In the case where the Securitization Trustee issues a County Phase III Lease Reserve Account County Basic Rent Deficiency Cure Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of the County Phase III Lease Reserve Account Partial Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such County Phase III Lease Reserve Account Partial Transfer (each a "County Phase III Lease Reserve Partial Transfer Memorandum Account"), with written Notice consisting of the County Phase III Lease Reserve Partial Transfer Memorandum Account, as prepared by Lessor's independent accounting firm, provided by Lessor to the Phase III Owner, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the County Phase III Lease Reserve Account County Basic Rent Deficiency Cure Notice. If following the creation of the first County Phase III Lease Reserve Partial Transfer Memorandum Account any further County Phase III Lease Reserve Account

County Basic Rent Deficiency Cure Notices are issued by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate County Phase III Lease Reserve Partial Transfer Memorandum Accounts for each such County Phase III Lease Reserve Account Partial Transfer and shall provide the written Notice required by this Section 1.4(k)(liii). Once created and until repayment of each such County Phase III Lease Reserve Partial Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxxi) of this Lease, Lessor shall cause its independent accounting firm to update each outstanding County Phase III Lease Reserve Partial Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to the Phase III Owner, Lessee, Lender and the Securitization Trustee within five (5) Business Days of their receipt from Lessor's independent accounting firm.

(liv) In the case where the Securitization Trustee issues a County Phase III Lease Reserve Account County Basic Rent Continued Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of the County Phase III Lease Reserve Account Complete Transfer that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such County Phase III Lease Reserve Account Complete Transfer (a "County Phase III Lease Reserve Complete Transfer Memorandum Account"), with written Notice consisting of the County Phase III Lease Reserve Complete Transfer Memorandum Account, as prepared by Lessor's independent accounting firm, provided by Lessor to the Phase III Owner, Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the County Phase III Lease Reserve Account County Basic Rent Continued Deficiency Notice. Once created and until repayment of such County Phase III Lease Reserve Complete Transfer Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxxi) of this Lease, Lessor shall cause its independent accounting firm to update the County Phase III Lease Reserve Complete Transfer Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to the Phase III Owner, Lessee, Lender and the Securitization Trustee within five (5) Business Days of its receipt from Lessor's independent accounting firm.

(lv) If the Securitization Trustee issues a County Phase III Lease Reserve Account County Basic Rent Continued Deficiency Notice or if the provisions of Section 1.4(k)(l) apply, then Lessee shall make payment of any such remaining County Phase I Basic Rent Deficiency set forth in a County Phase III Lease Reserve Account County Basic Rent Continued Deficiency Notice within thirty (30) Business Days of the date of such County Phase III Lease Reserve Account County Basic Rent Continued Deficiency Notice (a "Phase I County Direct Payment"). Each Phase I County Direct Payment shall be made via wire transfer of immediately available funds by Lessee to the Owner Phase I Lease Account pursuant to wire instructions provided by the Securitization Trustee to Lessee under the Phase I Lease Direction Letter.

(lvi) Upon receipt of a Phase I County Direct Payment to satisfy the remaining portion of a County Phase I Basic Rent Deficiency set forth in a County Phase III Lease Reserve Account County Basic Rent Continued Deficiency Notice, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, provide the Lessee, Lessor and Lender with written notice of the receipt of such Phase I County Direct Payment and such notice will confirm that the Phase I County Basic Rent Deficiency has been cured in its entirety (the "County Phase I Direct Payment Basic Rent Deficiency Cure Notice").

(lvii) Upon receipt of a County Direct Payment Basic Rent Deficiency Cure Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor's financial records in the amount of the Phase I County Direct Payment that includes a per diem calculation of the annual accrual of interest at the Rate on the principal amount of such Phase

I County Direct Payment (each a "County Phase I Direct Payment Memorandum Account" and together with each Phase I Owner Reserve Partial Transfer Memorandum Account, the Phase I Owner Reserve Complete Transfer Memorandum Account, each Tenant Phase I Partial Transfer Memorandum Account, the Tenant Phase I Complete Transfer Memorandum Account, each Tenant Phase II Partial Transfer Memorandum Account, the Tenant Phase II Complete Transfer Memorandum Account, each Tenant Phase III Partial Transfer Memorandum Account, the Tenant Phase III Complete Transfer Memorandum Account, each County Phase I Lease Reserve Partial transfer Memorandum Account, the County Phase I Lease Reserve Complete Transfer Memorandum Account, each County Phase II Lease Reserve Partial Transfer Memorandum Account, the County Phase II Lease Reserve Complete Transfer Memorandum Account, each County Phase III Lease Reserve Partial Transfer Memorandum Account and the County Phase III Lease Reserve Complete Transfer Memorandum Account referred to collectively as the "Memorandum Accounts"), with written Notice consisting of the County Phase I Direct Payment Memorandum Account, as prepared by Lessor's independent accounting firm, provided by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the County Phase I Direct Payment Basic Rent Deficiency Cure Notice. If following the creation of the first County Phase I Direct Payment Memorandum Account any further County Phase I Direct Payment Basic Rent Deficiency Cure Notices are issued by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate County Phase I Direct Payment Memorandum Accounts for each such Phase I County Direct Payment and shall provide the written Notice required by this Section 1.4(k)(lvii). Once created and until repayment of each such County Phase I Direct Payment Memorandum Account is satisfied pursuant to the provisions of Section 1.4(k)(lxxii) of this Lease, Lessor shall cause its independent accounting firm to update each outstanding County Phase I Direct Payment Memorandum Account on a monthly basis with each such monthly update being distributed by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of their receipt from Lessor's independent accounting firm.

(lviii) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, and in priority to any other payment required under this Lease, County Basic Rent shall be paid from Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date.

(lix) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from the Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there exist outstanding County Phase I Direct Payment Memorandum Accounts, and (C) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on any outstanding County Phase I Direct Payment Memorandum Accounts (a "Phase I County Direct Payment Reimbursement"). Phase I County Direct Reimbursements, pursuant to the Phase I Lease Direction Letter will be made by the Securitization Trustee via wire transfer of immediately available funds pursuant to wire instructions provided by Lessee under the Phase I Lease Direction Letter.

(lx) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from the Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no outstanding County Phase I Direct Payment Memorandum Accounts, (C) there exist outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, and (D) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Lease

Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on any outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts until all such County Phase III Lease Reserve Partial Transfer Memorandum Accounts have been repaid in full (each a "County Phase III Lease Reserve Partial Transfer Account Reimbursement"). County Phase III Lease Reserve Partial Transfer Reimbursements, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the County Phase III Lease Reserve Account.

(lxi) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no outstanding County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there exists an outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, and (E) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on the outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account until such County Phase III Lease Reserve Complete Transfer Memorandum Account has been repaid in full (a "County Phase III Lease Reserve Complete Transfer Account Reimbursement"). County Phase III Lease Reserve Complete Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the County Phase III Lease Reserve Account.

(lxii) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no outstanding County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there exist outstanding County Phase II Lease Reserve Partial Transfer Memorandum Accounts, and (F) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on any outstanding County Phase II Lease Reserve Partial Transfer Memorandum Account until all such County Phase II Lease Reserve Partial Transfer Memorandum Accounts have been repaid in full (each a "County Phase II Lease Reserve Partial Transfer Account Reimbursement"). County Phase II Lease Reserve Partial Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the County Phase II Lease Reserve Account.

(lxiii) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no outstanding County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no outstanding County Phase II Lease

Reserve Partial Transfer Memorandum Accounts, (F) there exists an outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, and (G) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on the outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account until such County Phase II Lease Reserve Complete Transfer Memorandum Account has been repaid in full (each a "County Phase II Lease Reserve Complete Transfer Account Reimbursement"). County Phase II Lease Reserve Partial Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the County Phase II Lease Reserve Account.

(lxiv) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no outstanding County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there exist outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, and (H) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on any outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts until all such County Phase I Lease Reserve Partial Transfer Memorandum Accounts have been repaid in full (each a "County Phase I Lease Reserve Partial Transfer Account Reimbursement"). County Phase I Lease Reserve Partial Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the County Phase I Lease Reserve Account.

(lxv) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no outstanding County Phase I Direct Payment Memorandum Accounts, (C) there are no County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there are no outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, (H) there exists an outstanding County Phase I Lease Reserve Complete Transfer Memorandum Account, and (I) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on the outstanding County Phase I Lease Reserve Complete Transfer Memorandum Account until such County Phase I Lease Reserve Complete Transfer Memorandum Account has been repaid in full (a "County Phase I Lease Reserve Complete Transfer Account Reimbursement"). County Phase I Lease Reserve Complete Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the County Phase I Lease Reserve Account.

(lxvi) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no outstanding County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there are no outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, (H) there is no outstanding County Phase I Lease Reserve Complete Transfer Memorandum Account, (I) there exist outstanding Tenant Phase III Partial Transfer Memorandum Accounts and unpaid Tenant Phase III Partial Transfer Notes, and (J) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on any of the outstanding Tenant Phase III Partial Transfer Notes (and serving as satisfaction of the applicable Tenant Phase III Partial Transfer Memorandum Account) until all such Tenant Phase III Partial Transfer Notes (and the applicable Tenant Phase III Partial Transfer Memorandum Accounts) have been repaid in full (a "Tenant Phase III Partial Transfer Account Reimbursement"). Tenant Phase III Partial Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the Tenant Phase III Account.

(lxvii) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no outstanding County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no outstanding County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there are no outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, (H) there is no outstanding County Phase I Lease Reserve Complete Transfer Memorandum Account, (I) there are no Tenant Phase III Partial Transfer Memorandum Accounts or unpaid Tenant Phase III Partial Transfer Notes, (J) there exists an outstanding Tenant Phase III Complete Transfer Memorandum Account and an unpaid Tenant Phase III Complete Transfer Note, and (K) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on the outstanding Tenant Phase III Complete Transfer Note (and serving as satisfaction of the Tenant Phase III Complete Transfer Memorandum Account) until such Tenant Phase III Complete Transfer Note (and the Tenant Phase III Complete Transfer Memorandum Account) has been repaid in full (a "Tenant Phase III Complete Transfer Account Reimbursement"). Tenant Phase III Complete Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter and the Phase III Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the Tenant Phase III Account.

(lxviii) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing

on such Rent Payment Date, (B) there are no County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no outstanding County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there are no outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, (H) there is no County Phase I Lease Reserve Complete Transfer Memorandum Account, (I) there are no Tenant Phase III Partial Transfer Memorandum Accounts or unpaid Tenant Phase III Partial Transfer Notes, (J) there is no Tenant Phase III Complete Transfer Memorandum Account or unpaid Tenant Phase III Complete Transfer Note, (K) there exist outstanding Tenant Phase II Partial Transfer Memorandum Accounts and Tenant Phase II Partial Transfer Notes, and (L) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on any outstanding Tenant Phase II Partial Transfer Notes (and serving as satisfaction of the applicable Tenant Phase II Partial Transfer Memorandum Accounts) until such Tenant Phase II Partial Transfer Notes (and their applicable Tenant Phase II Partial Transfer Memorandum Accounts) have been repaid in full (a "Tenant Phase II Partial Transfer Account Reimbursement"). Tenant Phase II Partial Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the Tenant Phase II Account.

(lix) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no outstanding County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there are no outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, (H) there is no County Phase I Lease Reserve Complete Transfer Memorandum Account, (I) there are no Tenant Phase III Partial Transfer Memorandum Accounts or unpaid Tenant Phase III Partial Transfer Notes, (J) there is no Tenant Phase III Complete Transfer Memorandum Account or unpaid Tenant Phase III Complete Transfer Notes, (K) there are no outstanding Tenant Phase II Partial Transfer Memorandum Accounts or Tenant Phase II Partial Transfer Notes, (L) there exists an outstanding Tenant Phase II Complete Transfer Memorandum Account and an unpaid Tenant Phase II Complete Transfer Note, and (M) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on the outstanding Tenant Phase II Complete Transfer Note (and serving as satisfaction of the Tenant Phase II Complete Transfer Memorandum Account) until such Tenant Phase II Complete Transfer Note (and the Tenant Phase II Complete Transfer Memorandum Account) have been repaid in full (a "Tenant Phase II Complete Transfer Account Reimbursement"). Tenant Phase II Complete Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter and the Phase II Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the Tenant Phase II Account.

(lxx) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no outstanding County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there are no outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, (H) there is no County Phase I Lease Reserve Complete Transfer Memorandum Account, (I) there are no Tenant Phase III Partial Transfer Memorandum Accounts or unpaid Tenant Phase III Partial Transfer Notes, (J) there is no Tenant Phase III Complete Transfer Memorandum Account or unpaid Tenant Phase III Complete Transfer Notes, (K) there are no outstanding Tenant Phase II Partial Transfer Memorandum Accounts or Tenant Phase II Partial Transfer Notes, (L) there is no outstanding Tenant Phase II Complete Transfer Memorandum Account or unpaid Tenant Phase III Complete Transfer Note, (M) there exist outstanding Tenant Phase I Partial Transfer Memorandum Accounts and unpaid Tenant Phase I Partial Transfer Notes, and (N) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on any outstanding Tenant Phase I Partial Transfer Notes (and serving as satisfaction of their respective Tenant Phase I Partial Transfer Memorandum Accounts) until each such Tenant Phase I Partial Transfer Note (and their respective Tenant Phase I Partial Transfer Memorandum Accounts) have been repaid in full (a "Tenant Phase I Partial Transfer Account Reimbursement"). Tenant Phase I Partial Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the Tenant Phase I Account.

(lxxi) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no outstanding County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there are no outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, (H) there is no County Phase I Lease Reserve Complete Transfer Memorandum Account, (I) there are no Tenant Phase III Partial Transfer Memorandum Accounts or unpaid Tenant Phase III Partial Transfer Notes, (J) there is no Tenant Phase III Complete Transfer Memorandum Account or unpaid Tenant Phase III Complete Transfer Notes, (K) there are no outstanding Tenant Phase II Partial Transfer Memorandum Accounts or Tenant Phase II Partial Transfer Notes, (L) there is no outstanding Tenant Phase II Complete Transfer Memorandum Account or unpaid Tenant Phase III Complete Transfer Note, (M) there are no outstanding Tenant Phase I Partial Transfer Memorandum Accounts or Tenant Phase I Partial Transfer Notes, (N) there exists an outstanding Tenant Phase I Complete Transfer Memorandum Account and an unpaid Tenant Phase I Complete Transfer Note, and (O) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on the unpaid Tenant Phase I Complete Transfer Note (in satisfaction of the Tenant Phase I Complete Transfer Memorandum Account) until such Tenant Phase I Complete Transfer Note

(and the Tenant Phase I Complete Transfer Memorandum Account) has been repaid in full (a "Tenant Phase I Complete Transfer Account Reimbursement"). Tenant Phase I Complete Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the Tenant Phase I Account.

(lxxii) On each Rent Payment Date following the issuance of a Phase I County Basic Rent Deficiency Notice, if (A) all of the County Basic Rent due and owing on such Rent Payment Date has been paid from such Monthly Sublease Deposits remitted by Lessee for Rent due and owing on such Rent Payment Date, (B) there are no County Phase I Direct Payment Memorandum Accounts, (C) there are no outstanding County Phase III Lease Reserve Partial Transfer Memorandum Accounts, (D) there is no outstanding County Phase III Lease Reserve Complete Transfer Memorandum Account, (E) there are no outstanding County Phase II Lease Reserve Partial Transfer Memorandum Accounts, (F) there is no outstanding County Phase II Lease Reserve Complete Transfer Memorandum Account, (G) there are no outstanding County Phase I Lease Reserve Partial Transfer Memorandum Accounts, (H) there is no County Phase I Lease Reserve Complete Transfer Memorandum Account, (I) there are no Tenant Phase III Partial Transfer Memorandum Accounts or unpaid Tenant Phase III Partial Transfer Notes, (J) there is no Tenant Phase III Complete Transfer Memorandum Account or unpaid Tenant Phase III Complete Transfer Notes, (K) there are no outstanding Tenant Phase II Partial Transfer Memorandum Accounts or Tenant Phase II Partial Transfer Notes, (L) there is no outstanding Tenant Phase II Complete Transfer Memorandum Account or unpaid Tenant Phase III Complete Transfer Note, (M) there are no outstanding Tenant Phase I Partial Transfer Memorandum Accounts or Tenant Phase I Partial Transfer Notes, (N) there is no outstanding Tenant Phase I Complete Transfer Memorandum Account or unpaid Tenant Phase I Complete Transfer Note, (O) there exists one or more outstanding Phase I Owner Transfer Memorandum Accounts, and (P) there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds to make partial or complete payment on any outstanding Phase I Owner Transfer Memorandum Accounts until all such Phase I Owner Transfer Memorandum Accounts have been repaid in full (a "Owner Phase I Transfer Account Reimbursement"). Owner Phase I Transfer Account Reimbursements, pursuant to the Phase I Lease Direction Letter, will be made by the Securitization Trustee via book transfer from the Owner Phase I Lease Account to the Owner Phase I Reserve Assets Account.

(lxxiii) Notwithstanding the provisions of Section 1.4(k)(lix) of this Lease, should there be a Phase I County Direct Payment Failure (as hereinafter defined) following the expiration of the notice period set forth in Section 1.4(o)(ii) of this Lease without a Phase I County Direct Payment being made pursuant to Section 1.4(k)(lv) of this Lease, without any further action required of Lessee, Lessor or the Securitization Trustee all County Phase I Direct Payment Memorandum Accounts outstanding at the time of a Phase I County Direct Payment Failure shall be immediately and automatically rendered null and void, any outstanding balance thereof reduced to Zero Dollars (\$0.00) and Lessee shall not be entitled to any Phase I County Direct Payment Reimbursements that have not already been completed.

(lxxiv) With respect to the provisions of this Section 1.4(k), Lessor acknowledges and agrees that even though the waterfall treatment of County Basic Rent and the creation of Memorandum Accounts and Reserve Notes permits Lessor to prioritize the use of Monthly Sublease Deposits for making payments of County Basic Rent and on County Basic Rent Obligations (as defined below) in order to ensure the payment of the MQ Phase I Financing, the prioritization of Monthly Sublease Deposits in such a manner (to the extent such prioritization occurs) does not abate, defer or otherwise alleviate (A) the imposition and accrual of Applicable

Property Taxes (as defined in the Master Ground Lease) on the Improvements and as evidenced by Phase I Updated Property Tax Invoices (as hereinafter defined) or (B) Lessor's obligation to make timely and full payments of any Applicable Property Taxes imposed on the Improvements as evidenced by Phase I Updated Property Tax Invoices.

(l) County Second Level Rent. On each Rent Payment Date, from the remaining proceeds of Monthly Sublease Deposits available in the County Phase I Lease Account after payment of County Basic Rent and the complete repayment of all Memorandum Accounts and Reserve Notes (collectively, the "County Basic Rent Obligations"), Lessee shall pay from such remaining Monthly Sublease Deposit proceeds, and in priority to County Third Level Rent and any County Third Level Rent Memorandum Accounts, County Additional Rent and any County Additional Rent Memorandum Accounts, and County Cash Flow Rent, the amounts set forth on Schedule G to this Lease ("County 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 County 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 Lease reflect the property tax liabilities with respect to the Improvements. Upon Lessor's receipt of updated assessments of the Improvements and invoices representing the imposition of property taxes rates and amounts for all Applicable Property Taxes (each such invoice a "Phase I Updated Property Tax Invoice"), Lessor shall, within ten (10) Business Days of the receipt of a Phase I Updated Property Tax Invoice, amend Schedule G to reflect, for the period covered by such Updated Property Tax Invoice (prorated on a calendar quarter basis for the period beginning with the payment due date of the immediately preceding Phase I Updated Property Tax Invoice through and including the payment due date of such current Phase I Updated Property Tax Invoice). Unless and until Schedule G is amended pursuant to Lessor's receipt of a Phase I Updated Property Tax Invoice, for any Rent Payment Date the County Second Level Rent shall remain as reflected on the then-current version of Schedule G. Each time Lessor updates Schedule G to this Lease, Lessor shall provide written Notice to Lessee, Lender and the Securitization Trustee consisting of the updated Schedule G and a true and correct copy of the Phase I Updated Property Tax Invoice received by Lessor. Lessee shall have a period of thirty (30) Business Days from the date of its receipt of an updated Schedule G from Lessor to identify and provide written Notice to Lessor of any calculation errors set forth in such updated Schedule G. If Lessee identifies any calculation errors, Lessor and Lessee shall mutually agree on the corrective calculations within thirty (30) Business Days after Lessor's receipt of Lessee's Notice of calculation errors with respect to any such updated Schedule G.

(i) On any Rent Payment Date, if the funds available within the County Phase I Lease Account are insufficient to pay in full the County Second Level Rent due and owing on such Rent Payment Date after payment of County Basic Rent and all outstanding County Basic Rent Obligations (a "Phase I County Second Level Rent Deficiency"), then pursuant to the Phase I Lease Direction Letter the Securitization Trustee will provide written notice to Lessor, Lessee and Lender of such deficiency and its amount (a "Phase I County Second Level Rent Deficiency Notice").

(ii) Upon receipt of a Phase I Second Level Rent Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account in Lessor'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 of such Phase I Second Level Rent Deficiency (the "Phase I County Second Level Rent Memorandum Account"), with written Notice consisting of the Phase I County Second Level Rent Memorandum Account to be provided by Lessor to Lessee, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase I County Second Level Rent Deficiency Notice. If following the issuance of the initial Phase I County Second Level Rent Deficiency Notice any further Phase I County Second Level Rent Deficiency Notices are issued by the Securitization Trustee, Lessor shall cause its independent accounting firm to create separate Phase I County Second Level Rent Memorandum

Accounts for each such Phase I County Second Level Rent Deficiency and Lessor shall provide the written Notice required by this Section 1.4(m)(ii).

(iii) Following the issuance of each Monthly Sublease Deposit Notice, if there remains any unpaid Phase I County Second Level Rent Memorandum Account, Lessor shall provide Lessee, Lender and Lessor with written Notice consisting of an updated reconciliation of each then-existing Phase I County Second Level Rent Memorandum Account prepared by Lessor's independent accounting firm. The delivery of such reconciled Phase I County Second Level Rent Memorandum Accounts shall be provided by Lessor until all Phase I County Second Level Rent Memorandum Accounts are paid in full.

(iv) On each Rent Payment Date following the issuance of a Second Level Rent Deficiency Notice and if there exists an unpaid Second Level Rent Memorandum Account, to the extent that each of (A) currently due County Basic Rent, (B) County Basic Rent Obligations, and (C) currently due County Second Level Rent have been paid in full, if there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds 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 County Second Level Rent Deficiency Notice, unless and until all existing Phase I County Second Level Rent Memorandum Accounts are paid in full pursuant to Phase I Second Level Rent Deficiency Payments, pursuant to the Phase I Lease Direction Letter the Securitization Trustee will continue to make Phase I Second Level Rent Deficiency Payments after all currently due County Basic Rent, County Basic Rent Obligations and County Second Level Rent have been paid on such Rent Payment Date and the Securitization Trustee will not (A) make payment of any County Third Level Rent, (B) make payment of any Additional Rent, (C) make payment on any Phase I Third Level Rent Memorandum Accounts or Phase I Additional Rent Memorandum Accounts or (D) make any payment of County Cash Flow Rent.

(vi) With respect to the provisions of this Section 1.4(l), Lessor acknowledges and agrees that even though the waterfall treatment of County Second Level Rent and the creation of Phase I County Second Level Rent Memorandum Accounts permits Lessor to prioritize the use of Monthly Sublease Deposits for making payments of County Basic Rent and on County Basic Rent Obligations in order to ensure the payment of the MQ Phase I Financing, the prioritization of Monthly Sublease Deposits in such a manner (to the extent such prioritization occurs) does not abate, defer or otherwise alleviate (A) the imposition and accrual of Applicable Property Taxes on the Improvements and as evidenced by Phase I Updated Property Tax Invoices or (B) Lessor's obligation to make timely and full payments of any Applicable Property Taxes imposed on the Improvements as evidenced by Phase I Updated Property Tax Invoices.

(m) County Third Level Rent. On each Rent Payment Date, from the remaining proceeds of Monthly Sublease Deposits available in the County Phase I Lease Account after payment of County Basic Rent, the complete repayment of all County Basic Rent Obligations, County Second Level Rent, and the complete repayment of all Phase I County Second Level Rent Memorandum Accounts, Lessee shall pay from such remaining Monthly Sublease Deposit proceeds, and in priority to Additional Rent, any County Additional Rent Memorandum Accounts, and County Cash Flow Rent, the amounts set forth on Schedule H to this Lease ("County 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 County 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.

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

(ii) Upon receipt of a Phase I Third Level Rent Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account within Lessor'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 (a "Phase I Third Level Rent Memorandum Account"), with written Notice consisting of the Phase I Third Level Rent Memorandum Account to be provided by Lessor to Lessee, Lender and 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, Lessor 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(m)(ii).

(iii) With each subsequent Monthly Sublease Deposit following the issuance of a Phase I Third Level Rent Deficiency Notice, if there remains any unpaid Phase I Third Level Rent Memorandum Account, Lessor shall provide Lessee, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each then-existing Phase I Third Level Rent Memorandum Account as prepared by Lessor's independent accounting firm. The delivery of such reconciled Phase I Third Level Rent Memorandum Accounts shall be provided by Lessor 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 County Basic Rent, (B) County Basic Rent Obligations, (C) currently due County Second Level Rent, (D) outstanding Phase I County Second Level Rent Memorandum Accounts, (E) currently due County Third Level Rent, and (F) currently due County Additional Rent have been paid in full, if there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds 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 Lease Direction Letter the Securitization Trustee will continue to make Phase I Third Level Rent Deficiency Payments after all currently due County Basic Rent, County Basic Rent Obligations, County Second Level Rent, Phase I County Second Level Rent Memorandum Accounts, and County Third Level Rent have been paid on such Rent Payment Date and the Securitization Trustee will not (A) make payment on any Additional Rent, (B) make payment on any Phase I Additional Rent Memorandum Accounts or (B) make any payment of County Cash Flow Rent.

(n) Additional Rent. On each Rent Payment Date, from the remaining proceeds of Monthly Sublease Deposits available in the County Phase I Lease Account after payment of County Basic Rent, the complete repayment of all County Basic Rent Obligations, County Second Level Rent, the complete repayment of Phase I County Second Level Rent Memorandum Accounts, County Third Level Rent and Phase I Third Level Rent

Memorandum Accounts, Lessee shall pay from such remaining Monthly Sublease Deposit proceeds, and in priority to Phase I County Additional Rent Memorandum Accounts and County Cash Flow Rent, if due and owing, all taxes, costs, expenses and amounts which Lessee is required to pay pursuant to this Lease (other than County Basic Rent, County Second Level Rent and County 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 Memorandum Accounts, Reserve Notes, Phase I County Second Level Rent Memorandum Accounts, Phase I County Third Level Rent Memorandum Accounts and Phase I County Additional Rent Memorandum Accounts (as hereinafter defined) ("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 County 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 County Phase I Lease Account are insufficient to pay in full the County Additional Rent due and owing on such Rent Payment Date (a "Phase I Additional Rent Deficiency"), then pursuant to the Phase I Direction Letter the Securitization Trustee will provide written notice to Lessor, Lessee and Lender of such deficiency and its amount (a "Phase I Additional Rent Deficiency Notice").

(ii) Upon receipt of a Phase I Additional Rent Deficiency Notice, Lessor shall cause its independent accounting firm to create a memorandum account 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 (a "Phase I Additional Rent Memorandum Account"), with written Notice consisting of the Phase I Additional Rent Memorandum Account to be provided by Lessor to Lessee, Lender and 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, Lessor 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(n)(ii).

(iii) With each subsequent remittance of Monthly Sublease Deposits following the issuance of a Phase I Additional Rent Deficiency Notice, if there remains any unpaid Phase I Additional Rent Memorandum Account, Lessor shall provide Lessee, Lender and Securitization Trustee with written Notice consisting of an updated reconciliation of each then-existing Phase I Additional Rent Memorandum Account as prepared by Lessor's independent accounting firm. The delivery of such reconciled Phase I Additional Rent Memorandum Accounts shall be provided by Lessor 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 County Basic Rent, (B) County Basic rent Obligations, (C) currently due County Second Level Rent, (D) outstanding Phase I County Second Level Rent Memorandum Accounts, (E) currently due County Third Level Rent, (F) outstanding Phase I Third Level Rent Memorandum Accounts and (G) currently due County Additional Rent have been paid in full, if there remain Monthly Sublease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Lease Direction Letter, use any such remaining Monthly Sublease Deposit proceeds 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 Lease Direction Letter the Securitization Trustee will continue to make Phase I Additional Rent Deficiency Payments after all currently due County Basic Rent, County Basic Rent Obligations, County Second Level Rent, outstanding Phase I County Second Level Rent Memorandum Accounts, County Third Level Rent, outstanding Phase I Third Level Rent Memorandum Accounts, and County Additional Rent have been paid on such Rent Payment Date and the Securitization Trustee will not make any payment of County Cash Flow Rent.

(o) Cash Flow Rent. On each Rent Payment Date, from the remaining proceeds of Monthly Sublease Deposits available in the County Phase I Lease Account after payment of County Basic Rent, the complete repayment of all County Basic Rent Obligations, County Second Level Rent, Phase I County Second Level Rent, County Third Level Rent, Phase I Third Level Rent Memorandum Accounts, County Additional Rent, and Phase I County Additional Rent Memorandum Accounts, Securitization Trustee shall pay to Lessor forty-five percent (45%) of such remaining Monthly Sublease Deposits ("County 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 County 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.

(i) The remaining portion of Monthly Sublease Deposits remaining after the payment of County Cash Flow Rent shall be deposited by the Securitization Trustee, on behalf of Lessee and pursuant to the Phase I Lease Direction Letter, to the County Phase I Lease Reserve Account (each a "Phase I County Cash Flow Transfer") until the aggregate value of the County Phase I Lease Reserve Account equals the difference calculated by subtracting (A) the then-current value of the Permitted Investments held within the Owner Phase I Reserve Assets Account pursuant to the most recent Permitted Investments Valuation, from (B) the total remaining payments of principal under the MQ Phase I Financing (the "Minimum County Reserve Requirement"). Once the value of the County Phase I Lease Reserve Account equals the Minimum County Reserve Requirement, the Phase I County Cash Flow Transfers will continue to be deposited by the Securitization Trustee in the County Phase I Lease Reserve Account or, on written direction from the Lessee to the Securitization Trustee, Lender and Lessor, will cease and will, instead, be distributable to Lessee by the Securitization Trustee pursuant to written instructions provided by Lessee to the Securitization Trustee that are separate from those set forth in the Phase I Lease Direction Letter.

(ii) Notwithstanding the provisions of Section 1.4(o) and Section 1.4(o)(i) of this Lease, should Lessee fail to make a Phase I County Direct Payment when required pursuant to the terms of this Lease after ninety (90) days' written Notice from Lessor (and any additional time permitted in writing by Lender in its sole and absolute discretion) (a "Phase I County Direct Payment Failure"), starting with the date on which a Phase I County Direct Payment was due and payable pursuant to the terms of this Lease (and did not occur due to a Phase I County Direct Payment Failure) until the termination or expiration of this Lease, Lessee shall not receive any County Cash Flow Rent (the "Cash Flow Rent Termination").

(iii) Following a Cash Flow Rent Termination, and in substitution of Section 1.4(o) hereof, on each Rent Payment Date, from the remaining proceeds of Monthly Sublease Deposits available in the County Phase I Lease Account after payment of County Basic Rent, the complete repayment of all County Basic Rent Obligations (subject to the limitations thereof set forth in this Lease), County Second Level Rent, Phase I County Second Level Rent Memorandum Accounts, County Third Level Rent, Phase I County Third Level Rent Memorandum Accounts, County

Additional Rent and Phase I County Additional Rent Memorandum Accounts, Lessee shall pay to Lessor one hundred percent (100%) of such remaining Monthly Sublease Deposits ("Revised County 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 Revised County 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.

(p) Adjustments to Cash Flow Rent. Lessor and Lessee agree that the variable nature of certain values of the Improvements regularly calculated by the Pima County Assessor in the process of the annual assessment of the Improvements pursuant to applicable Legal Requirements for determining the amount of County Applicable Property Taxes (as defined in the Master Ground Lease) imposed on the Improvements could disproportionately allocate Monthly Sublease Deposits otherwise allocable to Cash Flow Rent from Lessor to Lessee as opposed to the stated percentage of Cash Flow Rent payable to Lessor pursuant to Section 1.4(o) of this Lease and as agreed in the Development Agreement. In order to remedy any unintended disproportionate allocation of Monthly Sublease Deposits due to the annual fluctuation of the assessed value of the Improvements (for purposes of the property taxes levied and received by Lessor but without altering whatsoever Lessor's obligation to pay the imposed and accrued Applicable Property Taxes assessed on the Improvements under Legal Requirements), Lessor and Lessee agree to the following methods of adjusting the amount of Cash Flow Rent for purposes of this Lease and making Cash Flow Rent payments under Section 1.4(o) of this Lease:

(i) If, for any taxable year in which Lessor is liable for the payment of Applicable Property Taxes on the Improvements, the full cash value percentage used by the Pima County Assessor to calculate the assessed value of any Improvement for County Applicable Property Taxes is either (X) greater than eighty-five percent (85%) pursuant to Legal Requirements or pursuant to a discretionary calculation or determination legally entitled to be made by the Pima County Assessor (the "Phase I Excess Full Cash Value Percentage") or (Y) less than eighty-five percent (85%) pursuant to Legal Requirements or pursuant to a discretionary calculation or determination legally entitled to be made by the Pima County Assessor (the "Phase I Reduced Full Cash Value Percentage"), then:

(1) Lessor shall be obligated to pay all imposed and accrued Applicable Property Taxes in accordance with Legal Requirements without any abatement, discount or deferral regardless of the full cash value percentage used by the Pima County Assessor to calculate the assessed value of any Improvement;

(2) Lessor and Lessee shall, for purposes of determining the Cash Flow Rent payable pursuant to Section 1.4(o) of this Lease, recalculate the assessed value of each Improvement based on an assessed value of each Improvement calculated using a full cash value percentage of eighty-five percent (85%) (the "Phase I Adjusted Full Cash Value Percentage");

(3) Using the Phase I Adjusted Full Cash Value Percentage, Lessor and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Lessor on each Improvement had the Phase I Adjusted Full Cash Value Percentage been used by the Pima County Assessor to calculate the assessed value of such Improvements instead of the Phase I Excess Full Cash Value Percentage or the Phase I Reduced Full Cash Value Percentage, as applicable (the "Phase I Adjusted Full Cash Value Percentage County Property Taxes");

(4) After determining the Phase I Adjusted Full Cash Value Percentage County Property Taxes, Lessor and Lessee shall then calculate the difference obtained by

subtracting the Phase I Adjusted Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such Improvements (the "Phase I Adjusted Full Cash Value Percentage County Property Tax Differential");

(5) After determining the Phase I Adjusted Full Cash Value Percentage County Property Tax Differential, Lessor and Lessee agree that the Phase I Adjusted Full Cash Percentage County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase I Adjusted Full Cash Percentage County Property Tax Differential to the payment of Cash Flow Rent pursuant to Section 1.4(o) of this Lease as set forth below (the "Monthly Phase I Adjusted Full Cash Value Percentage County Property Tax Differential");

(6) After determining the Monthly Phase I Adjusted Full Cash Value Percentage County Property Tax Differential, each payment of Cash Flow Rent shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase I Adjusted Full Cash Value Percentage County Property Tax Differential for each calendar month during the calendar period for which the Phase I Excess Full Cash Value Percentage or the Phase I Reduced Full Cash Value Percentage, as applicable, determined in Section 1.4(p)(i) applies. Upon Lessor's and Lessee's determination of the Monthly Phase I Full Cash Value Percentage Property Tax Differential, pursuant to the Phase I Lease Direction Letter, Lessor shall provide written Notice to the Securitization Trustee, Lender and Lessee of the Monthly Phase I Full Cash Value Percentage Property Tax Differential, with such Notice to include the calendar months in which an adjustment to Cash Flow Rent is necessary, and with such Notice to include the adjusted amount of Cash Flow Rent payable under Section 1.4(o) of this Lease for such calendar months affected by the Monthly Phase I Adjusted Full Cash Value Percentage Property Tax Differential (the "Adjusted Full Cash Value Percentage Property Tax Differential Notice"); and

(7) Lessor and Lessee shall mutually determine the Adjusted Full Cash Value Percentage Property Tax Differential and mutually agree on the final version of the Adjusted Full Cash Value Percentage Property Tax Differential Notice, if applicable, within ninety (90) days following Lessor's receipt of a Phase I Updated Property Tax Invoice.

(ii) If, for any taxable year in which Lessor is liable for the payment of Applicable Property Taxes on the Improvements, the facility cost used by the Pima County Assessor to calculate the assessed value of any Improvement for determining the amount of County Applicable Property Taxes is either (X) greater than the Phase I GMP (as such term is defined in the Master Ground Lease) pursuant to Legal Requirements or pursuant to a discretionary calculation or determination legally entitled to be made by the Pima County Assessor (the "Phase I Excess Facility Cost Value") or (Y) less than the Phase I GMP pursuant to Legal Requirements or pursuant to a discretionary calculation or determination legally entitled to be made by the Pima County Assessor (the "Phase I Reduced Facility Cost Value"), then:

(1) Lessor shall be obligated to pay all imposed and accrued Applicable Property Taxes in accordance with Legal Requirements without any abatement, discount or deferral regardless of the facility cost used by the Pima County Assessor to calculate the assessed value of any Improvement;

(2) Lessor and Lessee shall, for purposes of determining the Cash Flow Rent payable pursuant to Section 1.4(o) of this Lease, recalculate the assessed value of each MQ

Phase I Improvement based on an assessed value of each MQ Phase I Improvement calculated using a facility cost equal to the MQ Phase I GMP (the "Phase I Adjusted Facility Cost");

(3) Using the Phase I Adjusted Facility Cost, Lessor and Lessee shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each Improvement had the Phase I Adjusted Facility Cost been used by the Pima County Assessor to calculate the actual assessed value of such Improvements instead of the Phase I Excess Facility Cost Value or the Phase I Reduced Facility Cost Value, as applicable (the "Phase I Adjusted Facility Cost County Property Taxes");

(4) After determining the Phase I Adjusted Facility Cost County Property Taxes, Lessor and Lessee shall then calculate the difference obtained by subtracting the Phase I Adjusted Facility Cost County Property Taxes from the actual County Applicable Property Taxes imposed on such Improvements (the "Phase I Adjusted Facility Cost County Property Tax Differential");

(5) After determining the Phase I Adjusted Facility Cost County Property Tax Differential, Lessor and Lessee agree that the Phase I Adjusted Facility Cost County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase I Adjusted Facility Cost County Property Tax Differential to the payment of Cash Flow Rent pursuant to Section 1.4(o) of this Lease as set forth below (the "Monthly Phase I Adjusted Facility Cost County Property Tax Differential");

(6) After determining the Monthly Phase I Adjusted Facility Cost County Property Tax Differential, each payment of Cash Flow Rent shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase I Adjusted Facility Cost County Property Tax Differential for each calendar month during the calendar period for which the Phase I Excess Facility Cost or the Phase I Reduced Facility Cost, as applicable, determined in Section 1.4(p)(ii) applies. Upon Lessor's and Lessee's determination of the Monthly Phase I Adjusted Facility Cost County Property Tax Differential, pursuant to the Phase I Lease Direction Letter, Lessor shall provide written Notice to the Securitization Trustee, Lender and Lessee of the Monthly Phase I Adjusted Facility Cost County Property Tax Differential, with such Notice to include the calendar months in which an adjustment to Cash Flow Rent is necessary, and with such Notice to include the adjusted amount of Cash Flow Rent payable under Section 1.4(o) of this Lease for such calendar months affected by the Monthly Phase I Adjusted Facility Cost County Property Tax Differential (the "Adjusted Facility Cost Property Tax Differential Notice"); and

(7) Lessor and Lessee shall mutually determine the Monthly Adjusted Full Cash Value Percentage County Property Tax Differential and mutually agree on the final version of the Adjusted Facility Cost County Property Tax Differential Notice, if applicable, within ninety (90) days following Lessor's receipt of a Phase I Updated Property Tax Invoice.

(iii) If, for any taxable year in which Lessor is liable for the payment of Applicable Property Taxes on the Improvements, the limited property value calculation percentage used by the Pima County Assessor to calculate the assessed value of any Improvement for purposes of County Applicable Property Taxes is either (X) greater than seventy-nine and one-tenths percent (79.10%) pursuant to Legal Requirements or pursuant to a discretionary calculation or determination legally entitled to be made by the Pima County Assessor (the "Phase I Excess Limited Property Value Percentage") or (Y) less than seventy-nine and one-tenths percent (79.10%) pursuant to Legal

Requirements or pursuant to a discretionary calculation or determination legally entitled to be made by the Pima County Assessor (the "Phase I Reduced Limited Property Value Percentage"), then:

(1) Lessor shall be obligated to pay all imposed and accrued Applicable Property Taxes in accordance with Legal Requirements without any abatement, discount or deferral regardless of the limited property value calculation percentage used by the Pima County Assessor to calculate the assessed value of any Improvement;

(2) Lessor and Lessee shall, for purposes of determining the Cash Flow Rent payable pursuant to Section 1.4(o) of this Lease, recalculate the assessed value of each Improvement based on an assessed value of each Improvement calculated using a limited property value calculation percentage of seventy-nine and one-tenths percent (79.10%) (the "Phase I Adjusted Limited Value Percentage");

(3) Using the Phase I Adjusted Limited Value Percentage, Lessor and Lessee shall calculate the County Applicable Property Taxes that would have been due and owing by Lessor on each Improvement had the Phase I Adjusted Limited Value Percentage been used by the Pima County Assessor to calculate the actual assessed value of such Improvements instead of the Phase I Excess Limited Property Value Percentage or the Phase I Reduced Limited Property Value Percentage, as applicable (the "Phase I Adjusted Limited Value Percentage County Property Taxes");

(4) After determining the Phase I Adjusted Limited Value Percentage County Property Taxes, Lessor and Lessee shall then calculate the difference obtained by subtracting the Phase I Adjusted Limited Value Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such Improvements (the "Phase I Adjusted Limited Value Percentage County Property Tax Differential");

(5) After determining the Phase I Adjusted Limited Value Percentage County Property Tax Differential, Lessor and Lessee agree that the Phase I Adjusted Limited Value County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase I Adjusted Limited Value Percentage County Property Tax Differential to the payment of Cash Flow Rent pursuant to Section 1.4(o) of this Lease as set forth below (the "Monthly Phase I Adjusted Limited County Property Value Tax Differential");

(6) After determining the Monthly Phase I Adjusted Limited County Property Value Tax Differential, each payment of Cash Flow Rent shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase I Adjusted Limited County Property Value Tax Differential for each calendar month during the calendar period for which the Phase I Excess Limited Property Value Percentage or the Phase I Reduced Limited County Property Value Percentage, as applicable, determined in Section 1.4(p)(iii) applies. Upon Lessor's and Lessee's determination of the Monthly Phase I Adjusted Limited County Property Value Tax Differential, pursuant to the Phase I Lease Direction Letter, Lessor shall provide written Notice to the Securitization Trustee, Lender and Lessee of the Monthly Phase I Adjusted Limited County Property Value Tax Differential, with such Notice to include the calendar months in which an adjustment to Cash Flow Rent is necessary, and with such Notice to include the adjusted amount of Cash Flow Rent payable under Section 1.4(o) of this Lease for such calendar months affected by the Monthly Phase I Adjusted Limited County Property Value Tax Differential (the "Adjusted Limited Property Value Tax Differential Notice"); and

(7) Lessor and Lessee shall mutually determine the Monthly Phase I Adjusted Limited Property Value Tax Differential and mutually agree on the final version of the Adjusted Limited Property Value Tax Differential Notice, if applicable, within ninety (90) days following Lessor's receipt of a Phase I Updated Property Tax Invoice.

(iv) If, for any taxable year in which Lessor is liable for the payment of Applicable Property Taxes on Improvements, the assessment ratio percentage used by the Pima County Assessor to calculate the assessed value of any Improvement for purposes of County Applicable Taxes is either (X) greater than the assessment ratio used by the Pima County Assessor as of the date of first assessment by the Pima County Assessor (the "Phase I Excess Assessment Ratio Percentage") or (Y) less than the assessment made by the Pima County Assessor as of the date of first assessment by the Pima County Assessor (the "Phase I Reduced Assessment Ratio Percentage"), then:

(1) Lessor shall be obligated to pay all imposed and accrued Applicable Property Taxes in accordance with Legal Requirements without any abatement, discount or deferral regardless of the limited property value calculation percentage used by the Pima County Assessor to calculate the assessed value of any Improvement;

(2) Lessor and Lessee shall, for purposes of determining the Cash Flow Rent payable pursuant to Section 1.4(o) of this Lease, recalculate the assessed value of each Improvement based on an assessed value of each Improvement calculated using the Phase I Excess Assessment Ratio Percentage or the Phase I Reduced Assessment Ratio Percentage, as the case may be (the "Phase I Adjusted Assessment Ratio Percentage");

(3) Using the Phase I Adjusted Assessment Ratio Percentage, Lessor and Lessee shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase I Improvement had the Phase I Adjusted Assessment Ratio Percentage been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase I Improvements instead of the Phase I Excess Assessment Ratio Percentage or the Phase I Reduced Assessment Ratio Percentage, as applicable (the "Phase I Adjusted Assessment Ratio Percentage County Property Taxes");

(4) After determining the Phase I Adjusted Assessment Ratio Percentage County Property Taxes, Lessor and Lessee shall then calculate the difference obtained by subtracting the Phase I Adjusted Assessment Ratio Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such Improvements (the "Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential");

(5) After determining the Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential, Lessor and Lessee agree that the Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential to the payment of Cash Flow Rent pursuant to Section 1.4(o) of this Lease as set forth below (the "Monthly Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential");

(6) After determining the Monthly Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential, each payment of Cash Flow Rent shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase I Adjusted Assessment Ratio Percentage Tax Differential for each calendar month during the calendar

period for which the Phase I Excess Assessment Ratio Percentage or the Phase I Reduced Assessment Ratio Percentage, as applicable, determined in Section 1.4(p)(iv) applies. Upon Lessor's and Lessee's determination of the Monthly Phase I Adjusted Assessment Ratio Percentage Tax Differential, pursuant to the Phase I Lease Direction Letter, Lessor shall provide written Notice to the Securitization Trustee, Lender and Lessee of the Monthly Phase I Adjusted Assessment Ratio Percentage Tax Differential, with such Notice to include the calendar months in which an adjustment to Cash Flow Rent is necessary, and with such Notice to include the adjusted amount of Cash Flow Rent payable under Section 1.4(o) of this Lease for such calendar months affected by the Monthly Phase I Adjusted Assessment Ratio Percentage Tax Differential (the "Adjusted Assessment Ratio Percentage Tax Differential Notice"); and

(7) Lessor and Lessee shall mutually determine the Monthly Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential and mutually agree on the final version of the Adjusted Assessment Ratio Percentage Tax Differential Notice, if applicable, within ninety (90) days following Lessor's receipt of a Phase I Updated Property Tax Invoice.

(v) If, for any taxable year in which Lessor is liable for the payment of Applicable Property Taxes on Improvements, either (X) a combination of more than one of the Phase I Excess Full Cash Value Percentage, the Phase I Excess Facility Cost Value, the Phase I Excess Limited Property Value Percentage or the Phase I Excess Assessment Ratio Percentage is applicable to the assessed value ascribed by the Pima County Assessor to the Improvements for purposes of County Applicable Property Taxes (the "Phase I Combined Excess Metrics") or (Y) a combination of more than one of the Phase I Reduced Full Cash Value Percentage, the Phase I Reduced Facility Cost Value, the Phase I Reduced Limited Property Value Percentage or the Phase I Reduced Assessment Ratio Percentage is applicable to the assessed value ascribed by the Pima County Assessor to the Improvements for County Applicable Property Taxes (the "Phase I Combined Reduced Metrics"), then:

(1) Lessor shall be obligated to pay all imposed and accrued Applicable Property Taxes in accordance with Legal Requirements without any abatement, discount or deferral regardless of the limited property value calculation percentage used by the Pima County Assessor to calculate the assessed value of any Improvement;

(2) Lessor and Lessee shall, for purposes of determining the Cash Flow Rent payable pursuant to Section 1.4(o) of this Lease, recalculate the assessed value of each Improvement for purposes of County Applicable Property Taxes based on an assessed value of each Improvement calculated using, as applicable, the Phase I Adjusted Full Cash Value Percentage, the Phase I Adjusted Facility Cost, the Phase I Adjusted Limited Value Percentage and/or the Phase I Adjusted Assessment Ratio Percentage instead of the Phase I Combined Excess Metrics or the Phase I Combined Reduced Metrics, as applicable (the "Phase I Combined Adjustment Metrics");

(3) Using the Phase I Combined Adjustment Metrics, Lessor and Lessee shall calculate the County Applicable Property Taxes that would have been due and owing by Lessor on each Improvement had the Phase I Combined Adjustment Metrics been used by the Pima County Assessor to calculate the actual assessed value of such Improvements for County Applicable Property Taxes (the "Phase I Combined Metrics County Property Taxes");

(4) After determining the Phase I Combined Metrics County Property Taxes, Lessor and Lessee shall then calculate the difference obtained by subtracting the Phase I Combined Metrics County Property Taxes from the actual County Applicable Property Taxes imposed on such Improvements (the "Phase I Combined Metrics County Property Tax Differential");

(5) After determining the Phase I Combined Metrics County Property Tax Differential, Lessor and Lessee agree that the Phase I Combined Metrics County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase I Combined Metrics County Property Tax Differential to the payment of Cash Flow Rent pursuant to Section 1.4(o) of this Lease as set forth below (the "Monthly Phase I Combined Metrics County Property Tax Differential");

(6) After determining the Monthly Phase I Combined Metrics County Property Tax Differential, each payment of Cash Flow Rent shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase I Combined Metrics County Property Tax Differential for each calendar month during the calendar period for which the Phase I Combined Excess Metrics or the Phase I Combined Excess Metrics, as applicable, determined in Section 1.4(p)(v) applies. Upon Lessor's and Lessee's determination of the Monthly Phase I Combined Metrics County Property Tax Differential, pursuant to the Phase I Lease Direction Letter, Lessor shall provide written Notice to the Securitization Trustee, Lender and Lessee of the Monthly Phase I Combined Metrics County Property Tax Differential, with such Notice to include the calendar months in which an adjustment to Cash Flow Rent is necessary, and with such Notice to include the adjusted amount of Cash Flow Rent payable under Section 1.4(o) of this Lease for such calendar months affected by the Monthly Phase I Combined Metrics County Property Tax Differential (the "Monthly Combined Metrics Tax Differential Notice"); and

(7) Lessor and Lessee shall mutually determine the Monthly Phase I Combined Metrics Tax Differential and mutually agree on the final version of the Monthly Combined Adjusted Assessment Ratio Percentage Tax Differential Notice, if applicable, within ninety (90) days following Lessor's receipt of a Phase I Updated Property Tax Invoice.

(q) Rate. Lessee shall pay to Lessor interest at a rate set forth on Schedule I to this Lease (the "Rate") which is equal to the default rate of interest per annum under Lessor's financing of the Premises (the "MQ Phase I Financing") from CTL Capital Group (the "Lender"), which is secured by a first mortgage lien on Lessor's interest in the Premises (together with all other documents evidencing and securing such financing, the "Mortgage") (but in no event shall the Rate exceed the maximum amount permitted by law), on all outstanding County Basic Rent Obligations (subject to the limitations thereof set forth in this Lease), Phase I County Second Level Rent Memorandum Accounts, Phase I County Third Level Rent Memorandum Accounts, and Phase I County Additional Rent Memorandum Accounts from the Rent Payment Date on which such County Basic Rent, County Second Level Rent, County Third Level Rent or County Additional Rent, as applicable, was due until paid.

ARTICLE II

Section 2.1 Net Lease.

(a) This Lease 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 Lessee be entitled to any abatement,

reduction, diminution, set-off, counterclaim, defense or deduction with respect to any County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow Rent or other sums payable hereunder, nor shall the obligations of Lessee 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 Lessee'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 Lessor hereunder or under any other agreement; the failure to complete construction of the Improvements; the impossibility or illegality of performance by Lessor, Lessee or both; any action of any federal, state, regional or local government or political subdivision thereof and any person or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government ("Governmental Authority") (including, without limitation, changes in Legal Requirements); 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, County Basic Rent (Schedule F), County Second Level Rent (Schedule G), County Third Level Rent (Schedule H), County Additional Rent and County Cash Flow Rent shall begin to be payable on the date and in the amount set forth on Schedule F hereto (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 the construction of the Improvements, (iii) the existence or status of any punch-list items related to the construction of the Improvements and (iv) the existence of any default under the Development Agreement or any other agreement between Lessor and any Affiliate of Lessor and Lessee and any affiliate of Lessee. 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 Lessee except as otherwise expressly provided herein. The parties intend that the obligations of Lessee hereunder shall be separate and independent covenants and agreements (including without limitation separate and independent from the obligations of Lessor under the Development Agreement or otherwise) and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease. Nothing contained in this provision is intended or shall be construed to require Lessee to pay any obligations that are expressly the responsibility of Lessor under this Lease.

(b) Lessee shall remain obligated under this Lease in accordance with its terms and shall not take any action to terminate, rescind or avoid this Lease, notwithstanding any bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Lessor or any action with respect to this Lease which may be taken by any trustee, receiver or liquidator or by any court.

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

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

Section 2.2 Taxes and Assessments and Compliance with Laws.

(a) Lessee 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 Lease), 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 Lessor's interest therein, (B) any County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow rent or other sums payable hereunder, (C) this Lease 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 County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County 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 Lessor) incurred upon the sale or transfer, or other disposition of the Premises or any interest therein to Lessee or the foreclosure of the Premises resulting from Lessee's failure to satisfy its obligations under this Lease, (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 Lessee'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. Lessee 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 Lessor (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 Lessee 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 Lease, the method of taxation shall be such that there shall be assessed, levied, charged or imposed on Lessor 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 Lessee, and Lessee shall pay and discharge the same as herein provided. In addition to the foregoing, Lessee shall pay any realty transfer tax that is payable as a result of the execution and delivery of this Lease, or the recordation of a memorandum thereof. Lessee shall furnish to Lessor, 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, Lessee may pay such Imposition in installments; in such event, Lessee 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 "Lessor" shall include any person or entity owning directly or indirectly a beneficial interest in Lessor after the date of Lessor's acquisition of its interest in the Premises. Notwithstanding the foregoing, in the case of property tax Impositions ("Property Taxes"), should Lessee comply with the provisions of Sections 1.4(l) of this Lease related to Phase I Second Level Rent Deficiency, Phase I County Second Level Rent Memorandum Accounts and Phase I County 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 Sections 1.4(l) shall govern.

(b) Lessee 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 and 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.

(c) Lessor shall not, after the Effective Date, enter into any contracts, agreements, covenants, conditions or restrictions applicable to the Premises with which Lessee would be obligated to comply hereunder without the written consent of Lessee; provided, that the foregoing shall not restrict or impair (A) Lessor's right to obtain mortgage financing of its interest in the Premises pursuant to the Indenture or any refinancing of the indebtedness secured thereby or (B) Lessor's rights, including its right to exercise self-help, following a default by Lessee hereunder.

Section 2.3 Liens. Lessee will promptly remove and discharge (which may be accomplished by bonding) any charge, lien, security interest or encumbrance upon the Premises or any County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County 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 Lessee or for the Premises. Notwithstanding the foregoing, Lessee 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 Lessee (it being agreed that the Indenture, for purposes of this sentence, will be deemed to have been created without the consent of Lessee), and (c) any other charge, lien, security interest or encumbrance caused by Lessor's failure to satisfy any obligations of Lessor that are not the responsibility of Lessee pursuant to this Lease. Nothing contained in this Lease shall be construed as constituting the consent or request of Lessor, 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 Lessor will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding an interest in the Premises or any part thereof through or under Lessee, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Lessor in and to the Premises.

Section 2.4 Indemnification. Lessee shall indemnify, defend and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, from the conduct of Lessee's business or from any activity, work, or things done, permitted or suffered by Lessee in or about the Premises, and shall further indemnify, defend and hold harmless Lessor from and against all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease or arising from any gross negligence or willful misconduct of Lessee, or any of Lessee's authorized agents, contractors, sublessees, invitees or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Lessee, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or damage to the goods, wares, merchandise, equipment or property of Lessee, Lessee's employees, invitees, customers or any other person in or about the Premises, nor shall Lessor be liable for injury to Lessee's employees, authorized agents or contractors. No supervisors, employees, authorized agents, contractors or other individuals affiliated with Lessor shall be subject to personal liability while acting within the scope of their employment by Lessor with respect to any of the covenants or conditions of this Lease.

Section 2.5 Maintenance and Repair.

(a) During the Term of this Lease, after the date on which Substantial Completion of the Improvements occurs, Lessee, 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 that requires replacement shall be replaced by Lessee with Personal Property of equal or greater quality. Lessor shall not be required to maintain, repair or rebuild all or any part of the Premises. Lessee waives the right to (i) require Lessor 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 Lessor pursuant to any Legal Requirement or contract, agreement, covenant, condition or restriction set forth in subsection 2.2(b)(ii), at any time in effect. During the term of the Phase I Sublease, unless (i) the Phase I Sublease is terminated or subject to an uncured default (as such events of default are set forth within the Phase I Sublease) or (ii) there is an uncured default under the MQ Phase I Financing or the Master Ground Lease, in each case where Lessee takes management and operational responsibility for the Premises and the Improvements, the obligations set forth in this Section 2.5(a) shall be the responsibility of the Phase I Sublessee pursuant to the terms of the Phase I Sublease and not Lessee.

(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 Lessor (unless such encroachment, violation, hindrance, obstruction or impairment is a Permitted Exception) or of any person so affected, Lessee shall, subject to its right to contest such claim as provided in Section 2.6 hereof, at its expense, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting therefrom, or (ii) if Lessor 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. During the term of the Phase I Sublease, unless (i) the Phase I Sublease is terminated or is subject to an uncured default (as such events of default are set forth within the Phase I Sublease) or (ii) there is an uncured default under the MQ Phase I Financing or the Master Ground Lease, in each case where Lessee takes management and operational responsibility for the Premises and the Improvements, the obligations set forth in this Section 2.5(b) shall be the responsibility of the Phase I Sublessee pursuant to the terms of the Phase I Sublease and not Lessee.

Section 2.6 Permitted Contests. Lessee shall not be required, nor shall Lessor 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 Lease shall have occurred and be continuing and Lessee 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 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 County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County 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, Lessee shall have given Lessor and Lender prior notice of such contest, (c) Lessee shall have given such security as may be reasonably required by Lessor 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 County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow Rent or other sums required to be paid by Lessee 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. During the term of the Phase I Sublease, unless (i) the Phase I Sublease is terminated or is subject to an uncured default (as such events of default are set forth within the Phase I Sublease) or (ii) there is an uncured default under the MQ Phase I Financing or the Master Ground Lease, in each case where Lessee takes management

and operational responsibility for the Premises and the Improvements, the obligations set forth in this Section 2.6 shall be the responsibility of the Phase I Sublessee pursuant to the terms of the Phase I Sublease and not Lessee.

Section 2.7 Quiet Enjoyment. So long as no Event of Default has occurred and is continuing, Lessee 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 Lease.

ARTICLE III

Section 3.1 Condemnation and Casualty – General Provisions. Lessee hereby irrevocably assigns to Lessor any award, compensation or insurance payment to which Lessee may become entitled by reason of Lessee'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 ("Condemnation") or (b) if the Premises or any part thereof is damaged or destroyed by fire, flood, windstorm, sinkhole or other casualty ("Casualty") (all awards, compensations, and insurance payments on account of any Condemnation or Casualty (net of (x) any amounts applicable to Lessee's Personal Property, for which all payments shall be paid directly to Lessee or its assignee, and (y) any amounts payable to the lessor under the Phase I Ground Lease or Master Ground Lease attributable to its interest in the Land as provided thereunder) are hereinafter collectively called "Compensation"). In the event of any Casualty, or in the event of a Condemnation or threatened Condemnation, Lessee shall give prompt written notice thereof to Lessor (which notice shall set forth Lessee's good faith estimates of the cost of repairing or restoring any damage or destruction caused thereby), or, if Lessee cannot reasonably estimate the anticipated cost of restoration, Lessee shall nonetheless give Lessor prompt written notice of the occurrence of any such Casualty or Condemnation, and will diligently proceed to obtain estimates to enable Lessee to quantify the anticipated cost of such restoration, whereupon Lessee shall promptly notify Lessor of such good faith estimate. 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 Lessor (or Lender, as the case may be) shall collect any such Compensation. Lessee shall pay all costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment. Lessee 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 Article III, and all such Compensation (less the expense of collecting such Compensation), is herein called 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 (herein, a "Major Condemnation"), Lessee shall have the right, not later than thirty (30) days after such Major Condemnation, to deliver to Lessor (x) notice of its intention to terminate this Lease ("Lessee's Major Condemnation Notice") on the next Payment Date (herein, the "Lease Termination Date") which occurs not less than one hundred eighty (180) days after the delivery of such notice, and (y) a certificate of Lessee describing the event giving rise to such termination and stating that Lessee 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 Lease will not be in violation of any agreement then in effect with which Lessee is obligated to comply pursuant to this Lease. In such event, this Lease 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 Lessor, and, in addition, Lessee shall pay to the Lessor all County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow Rent accrued as of such Lease Termination Date and all other amounts then due and payable by the Lessee under this Lease.

Section 3.3 Casualty or Less Than Major Condemnation.

(a) In the event of (i) a Condemnation with respect to which Lessee is not permitted to give or, if permitted, does not give notice of its intention to terminate this Lease as provided in Section 3.2 of this Lease (a "Minor Condemnation") or (ii) a Casualty, then this Lease shall continue in full force and effect and, after the Initial Term, Lessee shall, at its expense, promptly rebuild, replace or repair the Premises in conformity with the requirements of Section 2.5 of this Lease and the requirements of Section 3.5 of this Lease 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 Lease (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 and Lessee 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 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, Lessee 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 the 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 Lessee.

(c) During such time as an Indenture encumbers the Premises, if the Net Proceeds are required to be held by Lender or its designee, then such Net Proceeds (and any funds deposited by Lessee) 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 Lessee) shall be paid out from time to time to Lessee 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 Lessee funds being expended before any Net Proceeds, subject to satisfaction of each of the following conditions:

(i) No Event of Default hereunder shall exist.

(ii) Lessee delivers to 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) Lessee delivers an estoppel certificate in the form required by Section 6.2 hereof providing that, upon completion of reconstruction, this Lease 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 (if any) and Lessor and any request therefor shall be accompanied by a certificate of Lessee 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 Lessee for payments by Lessee, 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 Lessee's

Personal Property, for which all proceeds shall be paid directly to Lessee), that title to the personal property items covered by the request for payment is vested in Lessor, and I 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 Lessee 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 Lessee 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 Lessee's certificate pursuant to this Section 3.3(c)(iv) hereof shall not, in fact, be accurate. Additionally, each request for disbursement shall contain a statement signed by Lessee 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 Lessee 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 Lessee funds held by Lender in accordance with this Section shall be held in an interest-bearing account if (I) such an account is available at the institution at which Lender holds such Net Proceeds, and (II) Lender 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 Lessee funds shall be added to the Net Proceeds or Lessee funds, as the case may be, available for disbursement in accordance with this Lease.

(d) If (i) an Event of Default shall have occurred and be continuing, (ii) Lessee shall fail to submit to Lessor 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, Lessor and Lender, Lessee shall fail to commence promptly such Work, subject to *force majeure* delays, (iv) after Lessor or Lender has released the Net Proceeds to the extent provided for hereunder, Lessee shall fail to diligently prosecute such Work to completion, subject to *force majeure* delays, or (v) Lessee 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 or any receiver of the Premises or any portion thereof, upon five (5) days prior notice to Lessee (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 deems advisable (but such performance shall not cure the default of Lessee). Lessee hereby waives, for Lessee and all others holding under or through Lessee, 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 Lessee to Lessor (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 Lessee.

(e) If the cost of any rebuilding, replacement or repair required to be made by Lessee pursuant to this Section 3.3 shall exceed the amount of Net Proceeds and any Lessee funds deposited with Lessor or Lender, then the deficiency shall be paid by Lessee. Lessee shall not be entitled to disbursements of the Net Proceeds (or any funds deposited by Lessee) 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 Lessee has been reimbursed for any portions it contributed to the Restoration Cost shall be paid to Lessee in the case of a Casualty and shall be retained by Lessor in the case of a Condemnation. The Basic Rent and the Additional Rent payable under the provisions of this Lease shall not be affected, altered or reduced by any Casualty or Condemnation (except as specifically set forth in Section 3.2 with respect to a Major Condemnation that results in a termination of the Lease upon payment of the amounts required therein).

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

Section 3.4 Insurance.

(a) Lessee will maintain, or cause to be maintained, insurance on the Premises of the following character (which obligation may be satisfied pursuant to the maintenance of insurance policies identical to the requirements set forth below by the tenant to the Phase I Sublease, provided, however, that should the insurance requirements of the Phase I Sublease either (A) not be identical to the requirements set forth in this Section 3.4(a) or (B) the tenant to the Phase I Sublease violates such identical provisions, then the Lessee shall be responsible for complying with the provisions of this Section 3.4(a)):

(i) Commercial General Liability covering the Premises and Tenant'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 \$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. Lessor 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 Lessor and any indemnified party under this Lease. If required by Lessor from time to time, acting in accordance with its insurance advisors, Lessee 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 Lessor and any indemnified party under this Lease.

(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; (B) shall provide protection against perils that are covered under the Special Causes of Loss insurance form, naming Lessor and such other parties as 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 Lessor) in an amount reasonably acceptable to 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 Lessee, Lessor, or any other party at any time before or after the delivery of the Premises to Lessee.

(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 Lessor and any indemnified party under this Lease as additional insureds. This policy shall include waiver of subrogation waiving rights of subrogation against Landlord and any indemnified party under this Lease.

(v) Insurance against loss or damage with respect to the Premises by fire, vandalism, burglary, theft, riot, mold, flood (if the Project 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 the MQ Phase I Financing and if applicable, all additional loans; 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(a)(iv) 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 Rent.

(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, Lessee shall not be required to maintain such insurance hereunder.

(b) Landlord's Property Insurance. Landlord 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 Landlord 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 \$2,000,000.

(iii) Such other policies as Landlord 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, Lessee shall deliver to Lessor copies of policies of liability insurance required under Section 3.4(a) or at Lessor's election, certificates with endorsements evidencing the existence and amounts of such insurance, and naming Landlord, any indemnified party under this Lease and such other parties as Lessor 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 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 30 days' advance writing notice by the insurer to Lessor. All deductible amounts in the insurance required to be carried by Lessee hereunder shall be subject to Lessor's reasonable approval. Lessee shall furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee 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 Lease to the contrary, Lessor and Lessee 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. Lessor and Lessee shall, upon obtaining the policies of insurance required under this Lease, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

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

Section 3.5 Alterations. The following provisions shall only apply in the case where the Phase I Sublease expires or is terminated prior to the expiration or termination of this Lease.

(a) Lessee 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 Lessee 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 prior written consent shall have been obtained, which consent shall not be unreasonably withheld, delayed or conditioned, unless an Event of Default shall have occurred and be continuing in which case such consent may be withheld by Lessor in its 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 before the commencement of any Work hereunder (it being agreed that it shall be reasonable for Lessor not to approve a Material Alteration Summary if Lender's approval thereof is required under the Indenture and Lender has not approved such Material Alteration Summary). 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 Lessee shall be required or permitted to do under the provisions of this Lease (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 shall not be unreasonably withheld (it being agreed that it shall be reasonable for Lessor not to approve any plans and specifications if Lender's approval thereof is required under the Indenture and Lender has not approved such plans and specifications). 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 Lease or (B) review/supervision of any such Work shall be paid by Lessee to Lessor, within ten (10) days after demand, or, at the option of Lessor, as Additional Rent.

(iii) All Work shall be commenced only after all required municipal and other governmental permits, authorizations and approvals shall have been obtained by Lessee, at its own cost and expense, and copies thereof delivered to Lessor and Lender. Lessor will, on Lessee's written request, promptly execute any documents necessary to be signed by Lessor to obtain any such permits, authorizations and approvals, provided that Lessee shall bear any expense or liability of Lessor 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 Lessee.

(iv) If the Work shall constitute a Material Alteration, it shall not be commenced until Lessee shall have obtained and delivered to 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), each in an amount equal to the Estimated Cost of such Work and in form otherwise satisfactory to Lessor and Lender, or (B) such other security as shall be reasonably satisfactory to Lessor and Lender.

(v) Upon completion of any Work, Lessee, at Lessee's expense, shall obtain any certificates of final approval of such Work required by any governmental or quasi-governmental authority and shall furnish Lessor and Lender with copies thereof, and, if the Work constituted Material Alterations, Lessee shall also furnish to 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 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, Lessee 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) Lessor and Lessee expressly agree and acknowledge that no interest of Lessor in the Premises or the improvements thereon shall be subject to any lien for improvements made by Lessee in or for the Premises. Lessor shall not be liable for any lien for any improvements made by Lessee, such liability being expressly prohibited by the terms of this Lease, and Lessee 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) Lessor agrees from time to time during the Term of this Lease, at the written request of Lessee, 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 Lessee 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 Lease is

in effect, Lessee will perform all obligations, if any, of Lessor under the applicable instrument and Lessee executes such instruments as Lessor may reasonably request to confirm such undertaking, and (z) Lessee 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 Lessor. The grant or release of any such easements or other rights shall be subject to Lender's consent. Lessee shall be responsible for the payment of all reasonable costs and expenses (including the reasonable costs and expenses of Lessor and Lender) incurred in connection with this Section 3.6. During the term of the Phase I Sublease, the rights and obligations set forth in this Section 3.6(a) shall be governed by the analogous provisions set forth in the Phase I Sublease. Any analogous request or obligation set forth in the Phase I Sublease to this Section 3.6(a) exercised by the Phase I Sublessee pursuant to the terms of the Phase I Sublease shall be made to Lessee and then by Lessee to Lessor, provided, however, such a request for fulfillment of obligations related to such request that may without this exclusion trigger obligations of Lessee under this Section 3.6(a) shall be, notwithstanding the provisions of this Section 3.6(a), the responsibility of the Phase I Sublessee and not the responsibility of Lessee, provided, further that upon the termination of the Phase I Sublease, or an uncured default by the Phase I Sublessee under the Phase I Sublease (as such terms of default are set forth within the Phase I Sublease) or an uncured default under the MQ Phase I Financing or the Master Ground Lease (in each case where Lessee takes management and operational responsibility for the Premises and the Improvements), the provisions of this Section 3.6(a) shall apply with full force and effect to Lessee.

(b) If the Premises is presently, or should at some time in the future be, affected by a cross easement agreement or common area maintenance agreement, Lessee agrees during the Term of this Lease (i) to perform all of the duties and obligations of Lessor under such cross easement agreement or common area maintenance agreement (including, without limitation, paying any and all costs, charges and assessments imposed thereunder), (ii) Lessee 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 Lessor harmless from and against every, any and all demands, claims and assertions of liability, or action relating to Lessee's failure to comply with the obligations set forth in this Section 3.6(b).

ARTICLE IV

Section 4.1 Assignment and Subletting

(a) So long as no Event of Default has occurred and is continuing, Lessee 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 Lease, (iii) no sublease or license shall affect or reduce any obligation of Lessee or right of Lessor hereunder, and (iv) all obligations of Lessee 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. Lessee shall, within ten (10) days after the execution of any sublease or license, deliver a conformed copy thereof to Lessor. Lessee 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. Notwithstanding the foregoing, unless and until the Phase I Sublease is terminated or there is an uncured default by the Phase I Sublessee under the terms of the Phase I Sublease, the Phase I Sublease shall be the sole sublease of the Premises (or any portion of the premises) subleased by Lessee pursuant to the provisions of this Section 4.1(a) and the Phase I Lessee shall be the sole and exclusive party eligible to enter into any sublease of the Premises (or any portion thereof).

(b) Lessee shall not have the right to assign this Lease, directly or indirectly, whether by operation of law or otherwise, without the consent of Lessor and Lender, 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 Lessee or right of Lessor hereunder and all obligations of Lessee 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 Lessee under this Lease pursuant to an assumption agreement reasonably acceptable to Lessor, a copy of which assumption agreement shall be delivered to Lessor upon such assignment.

(c) Without implying any authority of Lessee to assign this Lease, if this Lease 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 Lessee, Lessor 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 County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow Rent, but no such assignment, subletting, occupancy or collection shall be deemed the acceptance of the assignee, subtenant, sub-lessee or occupant as Lessee, or a release of Lessee from the further performance by Lessee of the terms, covenants, and conditions on the part of Lessee to be observed or performed hereunder, and, subsequent to any assignment or subletting, Lessee's liability hereunder shall continue notwithstanding any subsequent modification or amendment hereof or the release of any subsequent Lessee hereunder from any liability, to all of which Lessee hereby consents in advance.

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

Section 4.2 Phase I Ground Lease. Lessee will duly and punctually observe and perform all covenants, terms and conditions imposed by the Phase I Ground Lease upon the lessee thereunder (including without limitation the payment of all additional rent and any other sums payable under or pursuant to the Phase I Ground Lease other than County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow Rent) to the end that Lessor 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. Lessee shall give Lessor notice of any uncured default under the Phase I Ground Lease at least twenty (20) days prior to the expiration of any applicable grace period for the curing of such default, and thereafter Lessor shall be entitled to enter upon the Premises to the extent that such entry is necessary for the curing of such default by Lessor.

(a) 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 lessee thereunder to terminate the same, Lessee shall notify Lessor and Lender, if any, of such event within five (5) days after Lessee shall have become aware of the occurrence thereof. Notwithstanding any such right of termination, neither Lessor nor Lessee shall take any action so to terminate such Phase I Ground Lease and Lessor and Lessee shall take such action, if any, as shall be necessary to maintain the estate of Lessor in the Premises all at the expense of Lessee.

(b) 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 ground lessor thereunder to terminate the same or to impair or restrict the rights of the lessee thereunder, Lessee shall notify Lessor and Lender, if any, of such event within five (5) days after Lessee 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.

(c) This Lease 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 Lease, this Lease shall remain in effect as a direct lease between Lessee and the Tenant (as defined in the Master Ground Lease) and Lessee hereby agrees to attorn to the Tenant under the Master Ground Lease in the event of any such termination of the Phase I Ground Lease.

ARTICLE V

Section 5.1 Conditional Limitations; Default Provisions.

Lease: (a) Any of the following occurrences or acts shall constitute an “Event of Default” under this

- (i) Lessee’s repudiation or contest of the Phase I Lease Direction Letter;
- (ii) Lessee’s failure to make any Phase I County Direct Payment when required pursuant to the terms of this Lease;
- (iii) if any representation or warranty of Lessee set forth herein or in any notice, certificate, demand, request or other document or instrument delivered to Lessor in connection with this Lease shall prove to be incorrect in any respect as of the time when the same shall have been made; or
- (iv) if Lessee 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 Lessee 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 Lessee 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; or
- (v) if a receiver, trustee or liquidator of Lessee or of all or substantially all of the assets of Lessee shall be appointed in any judicial proceeding brought by Lessee, or if any such receiver, trustee or liquidator shall be appointed in any judicial bankruptcy proceeding brought against Lessee and shall not be discharged within ninety (90) days after such appointment, or if Lessee shall consent to or acquiesce in such appointment; or
- (vi) if Lessee violates or attempts to violate the provisions of Sections 4.1(a) or 4.1(b) of this Lease;
- (vii) if Lessee shall fail to maintain any insurance required to be maintained by Lessee in accordance with the terms and conditions of Section 3.4 of this Lease or if, within fifteen (15) days after demand therefor, Lessee shall fail to deliver to Lessor any insurance policies required to be maintained pursuant to Section 3.4 of this Lease or a certificate, binder or other evidence of the renewal of any such insurance policies; or

(b) If an Event of Default shall have occurred and be continuing, Lessor shall be entitled to all remedies available at law or in equity. Without limiting the foregoing, Lessor shall have the right to give Lessee notice of Lessor’s termination of the Term of this Lease, provided, however, that termination by Lessor shall be subject to the express written consent of Lender. Upon the giving of such notice, the Term of this Lease 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 Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(c) If an Event of Default shall have occurred and be continuing, Lessor shall have the immediate right, whether or not the Term of this Lease shall have been terminated pursuant to Section 5.1(b), to re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings,

ejection, any other legal action or in any lawful manner Lessor determines to be necessary or desirable. Lessor 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 Lessor to terminate this Lease unless a notice of such termination is given to Lessee pursuant to Section 5.1(b) hereof.

(d) At any time or from time to time after a re-entry, repossession or removal pursuant to Section 5.1(c) of this Lease, whether or not the Term of this Lease shall have been terminated pursuant to Section 5.1(b) hereof, Lessor may (but shall be under no obligation to) relet the Premises or any portion thereof for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms and on such conditions and for such uses as Lessor, in its absolute discretion, may determine. Lessor may collect any rents payable by reason of such reletting. Lessor shall not be liable for any failure to relet the Premises or any portion thereof or for any failure to collect any rent due upon any such reletting.

(e) No expiration or termination of the Term of this Lease pursuant to Section 5.1(b) of this Lease, by operation of law or otherwise, and no re-entry, repossession or removal pursuant to Section 5.1(c) hereof or otherwise, and no reletting of the Premises pursuant to Section 5.1(d) of this Lease or otherwise, shall relieve Lessee 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 Lease 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, Lessee shall pay to Lessor all County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow Rent and other sums required to be paid by Lessee, 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, Lessee shall, until the end of what would have been the term of this Lease 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 Lessor for, and shall pay to Lessor, as liquidated and agreed current damages: (i) all County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow Rent and other sums which would be payable under this Lease by Lessee 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 Lessee pursuant to Section 5.1(d) of this Lease, after deducting from such proceeds all reasonable expenses of Lessor 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). Lessee shall pay such liquidated and agreed current damages on the dates on which Basic Rent would be payable under this Lease in the absence of such expiration, termination, re-entry, repossession or removal, and Lessor shall be entitled to recover the same from Lessee on each such date.

(g) At any time after any such expiration or termination of the term of this Lease 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, Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee'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 County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County Cash Flow Rent and other sums which would be payable under this Lease, in each case from the date of such demand (or, if it be earlier, the date to which Lessee shall have satisfied in full its obligations under Section 5.1(f) hereof to pay liquidated and agreed current damages) for what would be the then-unexpired Term of this Lease 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 Legal

Requirement shall limit the amount of liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such law.

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

Section 5.2 Bankruptcy or Insolvency.

(a) In the event that Lessee shall become a debtor in a case filed under Chapter 9 of the Bankruptcy Code, all expenses incurred by Lessor or Lender in connection therewith (including without limitation in connection with any proposed assumption and/or assignment of this Lease), 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 Lessor or Lender until the date of payment by Lessee, shall constitute Additional Rent and shall be paid by Lessee to Lessor or Lender, as the case may be, upon demand.

(b) In the event that Lessee shall become a debtor in a case filed under Chapter 9 of the Bankruptcy Code, no election by Lessee's trustee or Lessee, as debtor-in- possession, to assume this Lease 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 Lease will not breach or cause a default under any provision of any other lease, mortgage, financing arrangement or other agreement by which Lessor is bound, and (ii) the assumption of this Lease shall be in its entirety.

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

Section 5.3 Additional Rights of Lessor.

(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 Lessor of any County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent, County 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 Lessor or Lessee of any provision hereof shall be deemed to have been made unless made in writing duly executed by Lessor or Lessee, as the case may be. Lessor 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 Lessor by law or equity.

(b) Lessee 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 Lease after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease, or after the termination of the Term of this Lease as herein provided, and (ii) the benefits of any law which exempts property from liability for debt or for distress for rent.

(c) If Lessee shall be in default beyond the applicable cure period in the observance or performance of any term or covenant on Lessee's part to be observed or performed under any of the provisions of this Lease, then, without thereby waiving such default, Lessor may, but shall be under no obligation to, take all action, including, without limitation, entry upon the Premises to perform the obligation of Lessee hereunder immediately and without notice in the case of an emergency and upon five (5) days' notice to Lessee in other cases. All reasonable expenses incurred by Lessor 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 Lessor until the date of payment by Lessee shall constitute Additional Rent, and shall be paid by Lessee to Lessor upon demand.

(d) If Lessee shall be in default in the performance of any of its obligations hereunder beyond the applicable cure period, Lessee shall pay to Lessor or Lender, as appropriate, on demand, all reasonable expenses incurred by Lessor or Lender as a result thereof, including attorneys' fees and expenses (including those incurred in connection with any appellate proceedings). If Lessor or Lender shall be made a party to any litigation commenced against Lessee and Lessee shall fail to provide Lessor or Lender with counsel approved by Lessor or Lender, as appropriate, and pay the expenses thereof, Lessee 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 singly as a "Notice") which Lessor, Lessee or Lender is required or permitted to give to the other party pursuant to this Lease 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 at the following addresses.

to Lessor:

MQD Phase I LLC
1860 East River Road, Suite 325
Tucson, AZ 85718
Attention: Francis J. Knott, Jr.
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: ptummnonds@goulstonstorrs.com

If to Lessee: Pima County, Arizona
Real Property Services
201 North Stone Avenue
6th Floor
Attention: Director

If to Lender: CTL Lending Group LLC
500 Fifth Avenue
48th Floor
New York, New York 10110
Attention: Mr. Paul Penney

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) Lessee shall, at any time and from time to time during the Term of this Lease, upon not less than twenty (20) days after request by Lessor, execute, acknowledge and deliver to Lessor or to any prospective purchaser, assignee or mortgagee or third party designated by Lessor, a certificate stating: (i) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (ii) the date to which County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent and County Cash Flow Rent has been paid; and (iii) whether there is any existing default by the Lessee in the payment of County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent or County Cash Flow 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 (iv) other items that may be reasonably requested, provided that such items do not modify or amend the terms of this Lease. Any such certificate may be relied upon by any actual or prospective mortgagee or purchaser of the Premises.

(b) [Reserved]

(c) Upon request of any Lender, and upon concurrent compliance with the provisions of Section 6.2(d) of this Lease, this Lease 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 Lessee shall enter into an agreement with such Lender pursuant to which Lessee shall agree:

(i) that in the event that any such Lender, or any purchaser at a foreclosure sale, shall acquire title to the Premises and no Event of Default of Lessee then exists under this Lease, this Lease shall not terminate by reason of such acquisition and any new lessor shall acknowledge this

Lease and Lessee's rights hereunder and Lessee shall attorn to and recognize such Lender or such purchaser, as the case may be, as its new lessor and this Lease shall continue as a direct lease between Lessee and such Lender or purchaser, as the case may be, with respect to the Premises upon the terms and conditions set forth herein except that such Lender or purchaser, as the case may be, shall not be liable to Lessee for any actions or omissions of Lessor prior to the date such Lender or purchaser, as the case may be, acquired title to the Premises;

(ii) except for Lessee's rights to terminate this Lease as expressly provided in Section 3.2 and Section 9.21, no notice of termination of this Lease shall be effective unless Lessee receives the written consent of the Lender thereto;

(iii) no consent to the release of Lessee from liability under this Lease upon assignment of this Lease or sublease of the Premises or any portion thereof shall be effective unless Lessee shall receive the written consent of such Lender; and

(iv) no amendment or modification of this Lease shall be effective unless Lessee receives the prior written consent of the Lender.

(d) Upon receipt of a request from a Lender for the agreement described in Section 6.2(c) of this Lease, such Lender shall enter into a non-disturbance and attornment agreement which shall provide that unless an Event of Default then exists under this Lease, Lender shall not join Lessee 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 Lease or Lessee's interest in the Premises, provided, that, Lessee, from and after the date of such succession, attorns to such Lender, pays to such Lender all items of County Basic Rent, County Second Level Rent, County Third Level Rent, County Additional Rent and County 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 Lease. In the event that Lessee 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 Lessor's Environmental Representations, Warranties and Covenants.

(a) With respect to the environmental condition of the Premises prior to Lessor's construction of any Improvements thereon after execution and delivery of the Master Ground Lease, Lessor represents and warrants to Lessee that, based solely on the Phase I Environmental Report regarding the Premises obtained by Lessee and dated as of June 27, 2014 and the Phase I Environmental Report regarding the Premises obtained by the Landlord (as defined in the Master Ground Lease) and dated as of November 14, 2023 (each of which reports have been disclosed to Lessor and are in the possession of Lessee) (the "Environmental Reports"):

(i) the Premises complies with all present federal, state or local law, whether common law, statute, rule, regulation or ordinance, and any judicial or administrative order or judgment thereunder, and judicial or administrative decisions, opinions, orders, policies or guidelines, pertaining to Hazardous Substances (as hereinafter defined) or health, industrial hygiene, environmental conditions or the regulation or protection of the environment, any remediation agreement providing for the clean-up of Hazardous Substances at the Premises or continued monitoring of the Premises for Hazardous Substances, and land use restrictions now or hereafter applicable to the Premises, including, but not limited to, each of the following, as enacted as of the date hereof or as hereafter amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Liability Act, 42 U.S.C.

§§ 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq.; the Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq. (collectively, the “Environmental Laws”); The term “Hazardous Substances” shall mean all of the following: (A) any substances, materials or wastes that are or may become regulated by Environmental Laws; (B) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any Environmental Law; (C) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302 and amendments thereto); (D) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical; (E) asbestos; (F) hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable explosives, urea formaldehyde insulation, radioactive materials, biological substances and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances, or materials which are included under or regulated by any Environmental Laws; and (G) such other toxic or hazardous substances, materials or wastes that are or may become regulated under any other applicable municipal, county, state or federal law, rule, ordinance, direction or regulation;

(ii) (A) no notices, complaints or orders of violation or non-compliance with Environmental Laws have been received by Lessor and, to Lessor’s actual knowledge, no federal, state or local environmental investigation or proceeding is pending or threatened with regard to the Premises or any use thereof or any alleged violation of Environmental Laws with regard to the Premises; (B) no claim under any Environmental Law is pending nor has any outstanding or unresolved penalty arising under any Environmental Law been assessed, against Lessor, the Premises or any person or entity for whose liability for any such claim Lessor is legally or contractually liable, nor is any investigation or review pending or threatened by any Governmental Authority, citizens group or other person or entity with respect to any alleged violation by Lessor with respect to the Premises under any Environmental Law; and (C) neither the Premises nor Lessor is subject to any existing, pending or threatened investigation pertaining to any Hazardous Substances in or on the Premises by any Governmental Authority, nor to any remedial obligation or lien with respect to the Premises under or in connection with any Environmental Law;

(iii) (A) no Hazardous Substance has been generated, treated, stored or disposed of, or otherwise deposited in or located on, under or about the Premises in violation of applicable Environmental Laws, including, without limitation, the surface and subsurface waters of the Premises; (B) Lessor is in possession of all environmental, health and safety permits, licenses and other governmental authorizations required in connection with the operation or use of the Premises; (C) there are no Hazardous Substances or environmental conditions in or on the Premises which are likely to support a claim or cause of action against Lessor under any applicable Environmental Law; (D) no underground storage tanks now or previously containing any Hazardous Substance, or underground deposits of any Hazardous Substance, are located on or under the Premises; and (E) no friable asbestos is located on the Premises; (H) there have been no environmental investigations, studies, audits, reviews or other written analyses conducted by, or that are in the possession of, Lessor in relation to the Premises which have not been made available to Tenant;

(iv) Lessor has no actual knowledge or notice of the actual, alleged or threatened presence or Release of Hazardous Substances in, on, around or potentially affecting any part of the Premises or the soil, groundwater or soil vapor on or under the Premises, or the migration of any Hazardous Substance, from or to any other property adjacent to or in the vicinity of the Premises in violation of any Environmental Law. The term "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing, or dumping of any substance into the environment.

(v) Lessor has undertaken a satisfactory inquiry into the previous ownership and uses of the Premises consistent with good commercial practice; and

(vi) Lessor has no knowledge and it is not expected that Lessee's intended future use of the Premises will result in the Release of any Hazardous Substance in, on, around or potentially affecting any part of the Premises or in the soil, groundwater or soil vapor on or under the Premises, or the migration of any Hazardous Substance from or to any other property adjacent to or in the vicinity of the Premises.

(b) As a result of the development and construction of the Improvements by Lessor on the Premises, if any investigation, site monitoring, containment, cleanup, disposal, removal, restoration or other remedial work of any kind or nature (collectively, the "Remedial Work") is required on the Premises pursuant to an order or directive of any Governmental Authority or under any applicable Environmental Law, Lessor shall (at Lessor's sole cost and expense), or shall cause such responsible third parties to, promptly commence and diligently prosecute to completion all such Remedial Work. In all events, such Remedial Work shall be commenced within the period as may be required under any applicable Environmental Law; however, Lessor shall not be required to commence such Remedial Work within such specified time period if (i) prevented from doing so by any Governmental Authority, (ii) commencing such Remedial Work within such time periods would result in Lessor or such Remedial Work violating any Environmental Law or (iii) Lessor is contesting in good faith and by appropriate proceedings the applicability of the relevant Environmental Laws, provided that such contest shall not permit or materially increase the risk of the spread, release or suspected release of any Hazardous Substance into the air, soil, ground water, surface water, or soil vapor on, under or emanating from the Premises or any portion thereof during the pendency of such contest. "Governmental Authority" shall mean any federal, state, regional or local government or political subdivision thereof and any person or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

(i) All Remedial Work shall be performed by licensed contractors, and under the supervision of a consulting engineer. All costs and expenses reasonably incurred in connection with such Remedial Work shall be paid by Lessor. If Lessor does not timely commence and diligently prosecute to completion the Remedial Work, then, Lender or Lessee may (but shall not be obligated to) cause such Remedial Work to be performed only after thirty (30) days' written Notice to Lessor and Lessor has failed to commence the Remedial Work. Lessor agrees to bear and shall pay or reimburse Lender and Lessee on demand for all reasonable advances and expenses (including reasonable attorneys' fees and disbursements) reasonably relating to or incurred by Lender or Lessee in connection with monitoring, reviewing or performing any such Remedial Work.

(ii) To the extent required by Environmental Laws or orders and directives of Governmental Authorities, Lessor shall conduct and complete, or cause to be conducted and completed, all Remedial Work necessary to clean up and remove Hazardous Substances in, on, or affecting the Premises: (i) in accordance with all applicable Environmental Laws; and (ii) in accordance with all applicable orders and directives of all Governmental Authorities. Lessor shall provide to Lessee and Lender copies of all results and reports relating to such Remedial Work. Notwithstanding the foregoing, except with Lender's and Lessee's prior written consent, which

consent shall not be unreasonably withheld or delayed, Lessor shall not commence any Remedial Work or enter into any settlement agreement, consent decree or other compromise relating to any Hazardous Substances or Environmental Laws which might, in Lessor's reasonable judgment, expose Lessor to the risk of any criminal or material civil liability, penalties or fines or result in the Premises being rendered unusable for the purposes for which it was theretofore being used. Lessee's and Lender's prior written consent shall not be required, however, if the presence or threatened presence of Hazardous Substances on, under or about the Premises poses an immediate threat to the health, safety or welfare of any person or is of such a nature that an immediate remedial response is necessary, or if Lender or Lessee, as applicable, fails to respond to any notification by Lessor hereunder within twenty (20) days from the date of such notification. In such events, Lessor shall notify Lender and Lessee as soon as practicable of any action taken. Lessor shall reasonably cooperate with Lessee to resolve any environmental issues, at Lessor's reasonable cost and expense.

(iii) If an Event of Default has occurred and is continuing for Lessor's failure to commence Remedial Work as required by a Governmental Authority, upon reasonable prior notice, Lessee and Lender and their agents, representatives and employees shall have the right at all reasonable times and during normal business hours, except to the extent such access is limited by applicable law, to enter upon and inspect all or any portion of the Premises, provided that such inspections shall not unreasonably interfere with Lessor's operation of any of its business thereon. Lessee or Lender (i) may retain an environmental consultant to conduct and prepare reports of such inspections and (ii) Lessor shall be given a reasonable opportunity to review any and all reports, data and other documents or materials reviewed or prepared by the consultant, and to submit comments and suggested revisions or rebuttals to same. The inspection rights granted to Lessee and Lender shall expressly include the right to conduct customary and required soil borings and other customary and required environmental tests, assessments and audits in compliance with applicable Legal Requirements; provided, that Lender or Lessee, as applicable, shall promptly cause to be repaired any damage caused by such borings, tests, assessments or audits. Lessor agrees to bear and shall pay or reimburse Lender or Lessee on demand for all expenses (including reasonable attorneys, fees and disbursements) reasonably relating to or incurred by Lender or Lessee in connection with the inspections, tests and reports described in this Section 7.1(b).

(c) To the extent that Lessor has actual knowledge or notice, Lessor shall promptly provide notice to Lessee and Lender of:

(i) any proceeding, inquiry or investigation commenced or threatened (A) with respect to the presence of any Hazardous Substance on, under or emanating from the Premises, or (B) concerning Lessee or the Premises pursuant to any Environmental Law or otherwise relating to Hazardous Substances;

(ii) any lien, action or notice affecting the Premises, Lessee, Lender or Lessor resulting from any violation or alleged violation of Environmental Law;

(iii) any proceeding, inquiry or investigation commenced or threatened by any Governmental Authority, against Lessee, Lessor or Lender, with respect to the presence, suspected presence, release or threatened release of Hazardous Substances from any property not owned by Lessor which affects the Premises, including, but not limited to, proceedings under the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.;

(iv) all claims, lawsuits or other legal action or legal proceeding relating to the Premises or adjacent property brought by any person or entity against (A) Lessee, Lessor or Lender

or the Premises or any portion of any thereof, or (B) any other person or entity occupying the Premises or any portion of any thereof, in any such case relating to any loss or injury allegedly resulting from any Hazardous Substance or relating to any violation or alleged violation of Environmental Law relating to the Premises or adjacent property;

(v) the discovery of any occurrence or condition on the Premises, of which Lessor becomes aware, which reasonably could be expected to lead to the Premises or any portion thereof being in violation of any Environmental Law or subject to any restriction on ownership, occupancy, transferability or use under any Environmental Law (collectively, an “Environmental Violation”) or the discovery of any occurrence or condition on the Premises of which Lessor becomes aware which might subject Lessee or Lender to an Environmental Claim. “Environmental Claim” shall mean any and all actual or threatened liability, claim, action, cause of action, judgment, order, inquiry, investigation, study or written notice by any Person alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries or penalties) relating to any Hazardous Substance or any Environmental Law, including without limitation those arising out of, based on or resulting from (A) the presence, or release into the environment, of any Hazardous Substance at the Premises, (B) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law relating to the Premises or adjacent property, (C) strict liability, whether under Environmental Law or otherwise, or (D) those arising out of the negligence of Lessee; and

(vi) the commencement and completion of any Remedial Work.

(d) Lessee will promptly transmit to Lessee and Lender copies of any citations, orders, notices or other communications received by Lessor from any person or entity with respect to the notices described in Section 7.1(d) hereof.

(e) Lender and Lessee may, but are not required to, join and participate in, as a party if they so determine, any legal or administrative proceeding or action concerning the Premises or any portion thereof under any Environmental Law. Lessor and Lender may be represented by counsel of their own choice in any such proceeding or action, at Lessor’s expense.

(f) Within thirty (30) days after request from Lessee or Lender, Lessor shall obtain an environmental audit or assessment of the Premises of the type and scope specified by Lessee or Lender, the same to be prepared by an environmental engineer or consultant approved by Lessee and Lender, which requirement for an environmental audit may be invoked by Lessee or Lender from time to time (but not more than once in any twelve (12) month period unless required by a Governmental Authority or if required by any internal auditor of Lender) if Lessee or Lender reasonably determines that any representation with respect to Hazardous Materials at the Premises set forth in this Lease is incorrect in any respect (without regard to any qualification in such representation being to the “knowledge” of Lessee) or Lessor has failed in any respect to comply with any covenant or agreement pertaining to the existence, storage or removal of Hazardous Substances on or about the Premises.

Section 7.2 Lessor’s Environmental Indemnity. With respect to its representations and warranties in Section 7.1 of this Lease, Lessor agrees to indemnify, reimburse, defend, and hold harmless Lessee 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, 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 Lessee, 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, during the period beginning with the execution and delivery of the Master Ground Lease and ending with the commencement of the Primary Term of this Lease:

(a) Any investigation, cleanup, disposal, remediation, removal, or restoration work of site conditions of the Premises relating to Hazardous Substances (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 Lessor, 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, 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 Lessee 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 Lessee by any person other than a governmental agency, including any person who may purchase or lease all or any portion of the Premises from Lessee, from Lessee 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 Lessee 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 Lessee 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 Lessor or Lessee at the time this Lease is executed, and any such Environmental Claim resulting from the activities of Lessor, Lessee, any sublessees or any other person, in, on, around, or materially affecting the Premises; or

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

(k) The above matters (a) through (j) shall be known as the “Lessor 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 Lessee in connection with any of the Lessor Indemnified Environmental Matters or arising as a result of the negligence of Lessee in connection with such matters. Upon demand by Lessee, Lessor shall defend any investigation, action or proceeding involving any matter covered by Lessor’s obligations under this Section 7.2 which is brought or commenced against Lessee, whether alone or together with Lessor or any other person, all at Lessor’s own cost and by counsel to be approved by Lessee in the exercise of its reasonable judgment. In the alternative, Lessee may elect to conduct its own defense at the expense of Lessor. Lessor shall not, without the prior written consent of Lender and Lessee (which may be withheld in its sole discretion): (i) settle or compromise any action, suit, proceeding or claim in which Lessee 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 Lessor and Lender of a full and complete written release of Lessee (in form, scope and substance satisfactory to Lessee 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 Lessee or obligate the Lessee to pay any sum or perform any obligation as determined by Lessee or Lender in their respective sole discretion.

(l) Except as disclosed in the Environmental Reports, Lessor’s obligations under this Section 7.2 shall not be diminished or affected in any respect as a result of any notice, disclosure or knowledge, if any, to or by Lessee, of the Release, presence, existence or threatened Release 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 Lessor’s obligations hereunder. Lessee 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 Lessor’s obligations hereunder solely because Lessee had notice, disclosure or knowledge thereof, whether at the time this Lease is delivered or at any other time.

(m) Notwithstanding any law to the contrary, Lessor expressly agrees that a separate right of action hereunder shall arise each time Lessee or Lender acquires knowledge of any matter indemnified by Lessor under this Section 7.2. 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 Lessor hereby waives and covenants not to assert any defense in the nature of splitting of causes of action or merger of judgments.

(n) The indemnity obligations of Lessor and the rights and remedies of Lessee and Lender under this Section 7.2 shall survive the termination of this Lease and the repayment of the MQ Phase I Financing.

ARTICLE VIII

Section 8.1 Holdover. Lessee 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 Lease. Lessee shall not be afforded any form of holdover rights or status with respect to the Premises.

Section 8.2 Lessee’s Environmental Indemnity. During the Primary Term of the Phase I Sublease, the provisions of this Section 8.2 shall not be in force and, instead, the analogous provisions to this Section 8.2 set forth in the Phase I Sublease shall govern any environmental liabilities arising from the operation and management of the Premises and the Improvements (the “Sublessee Management Period”), provided, however, that upon the termination of the Phase I Sublease, an uncured default by the Phase I Sublessee under the Phase I Sublease (as such terms of default are set forth within the Phase I Sublease) or an uncured default under the MQ Phase I Financing or the Master Ground Lease, in each case where Lessee takes management and operational responsibility for the

Premises and the Improvements prior to the complete repayment of the MQ Phase I Financing (with the period following the Sublessee Management Period when Lessee takes over management and operation of the Premises and the Improvements prior to the complete repayment of the MQ Phase I Financing referred to as the "Lessee Management Period"), the provisions of this Section 8.2 shall apply with full force and effect to Lessee during the Lessee Management Period. Lessee agrees to indemnify, reimburse, defend and hold harmless Lessor for, from and against all Environmental Costs asserted against, resulting, to, imposed on, or incurred by Lessor, 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 during the Lessee Management Period:

(a) Any investigation, cleanup, disposal, remediation, removal, or restoration work of site conditions of the Premises relating to Hazardous Substances (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 (i) that is or was actually present during the Lessee Management Period or is alleged to be or have been present during the Lessee Management Period, (ii) on, under or about the Premises, or is introduced on the Premises by Lessee during the Lessee Management Period, any sublessee of any portion of the Premises during the Lessee Management Period or any other Person during the Lessee Management Period, (iii) 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 during the Lessee Management Period in violation of applicable Environmental Laws, (iv) any personal injury, death, or property damage caused or allegedly caused by the presence of any Hazardous Substance at the Premises during the Lessee Management Period in violation of applicable Environmental Laws, and (v) without limitation, the reasonable costs to investigate any of the foregoing as required under applicable Environmental Laws;

(c) During the Lessee Management Period, any actual or alleged 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) During the Lessee Management Period, any actual or alleged 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) During the Lessee Management Period, any lien on any part of the Premises under any Environmental Law;

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

(g) During the Lessee Management Period, any Environmental Claim asserted against Lessee by any person other than a governmental agency, including any person who may purchase or lease all or any portion of the Premises from Lessee 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) During the Lessee Management Period, any Environmental Costs which may be reasonably incurred to comply with any law, judgment, order, regulation, or regulatory directive relating to Hazardous Substances and the Premises, or which may be incurred to protect the public health or safety;

(i) During the Lessee Management Period, any Environmental Claim resulting from currently existing conditions in, on, around, or materially affecting the Premises, whether known or unknown by Lessee, and any such Environmental Claim resulting from the activities of Lessee or any other person, in, on, around, or materially affecting the Premises; or

(j) During the Lessee Management Period, breach of any representation, warranty or covenant of Lessee in this Lease with respect to the matters described in this Article 8 and set forth in this Lease or the Master Ground Lease.

(k) The above matters (a) through (j) shall be known as the “Lessee 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 Lessee in connection with any of the Lessor Indemnified Environmental Matters or arising as a result of the negligence of Lessee in connection with such matters. Upon demand by Lessor, Lessee shall defend any investigation, action or proceeding involving any matter covered by Lessee’s obligations under this Section 8.2 which is brought or commenced against Lessor, whether alone or together with Lessee or any other person, all at Lessee’s own cost and by counsel to be approved by Lessor in the exercise of its reasonable judgment. In the alternative, Lessor may elect to conduct its own defense at the expense of Lessee. Lessee shall not, without the prior written consent of Lender and Lessor (which may be withheld in their respective sole discretion): (i) settle or compromise any action, suit, proceeding or claim in which Lessor 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 Lessor and Lender of a full and complete written release of Lessor (in form, scope and substance satisfactory to 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 Lessor or obligate the Lessor to pay any sum or perform any obligation as determined by Lessor or Lender in their respective sole discretion.

(l) Except as disclosed in the Environmental Reports, Lessee’s obligations under this Section 8.2 shall not be diminished or affected in any respect as a result of any notice, disclosure or knowledge, if any, to or by Lessor, of the Release, presence, existence or threatened Release 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 Lessee’s obligations hereunder. Lessee 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 Lessee’s obligations hereunder solely because Lessee had notice, disclosure or knowledge thereof, at any time during the Lessee Management Period.

ARTICLE IX

Section 9.1 No Merger. There shall be no merger of this Lease 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 Lease 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 Lease, upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor 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 Lessor 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, Lessee or any party Lessee has allowed to use the Premises may

remove from the Premises on or prior to such expiration or termination any Lessee'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 Lessee and shall become the property of Lessor, at no cost to Lessor. The provisions of this Section 9.2 shall survive the termination or expiration of this Lease.

Section 9.3 Severability; Binding Effect. Each provision hereof shall be separate and independent and the breach of any provision by Lessor shall not discharge or relieve Lessee 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 Lease shall be binding upon, inure to the benefit of, and be enforceable by, the successors and assigns of Lessor to the same extent as if each such successor and assign were named as a party hereto. All provisions contained in this Lease shall be binding upon the successors and assigns of Lessee and shall inure to the benefit of and be enforceable by the permitted successors and assigns of Lessee 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 Lease have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Lease.

Section 9.5 Counterparts. This Lease 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 Lease. Upon the execution and delivery hereof, Lessor and Lessee will execute, acknowledge, deliver and cause to be recorded in the real estate records of Pima County, Arizona, a memorandum of this Lease substantially in the form of Schedule attached hereto (the "Memorandum"). Lessee shall be responsible for all costs and expenses in connection with the recording of this Lease 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 Lessor and Lessee 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 Lease shall be governed and construed in accordance with the laws of the State of Arizona.

Section 9.10 Consent to Jurisdiction. Lessee and Lessor 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 Lease. Lessee and Lessor 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. Lessee and Lessor 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, LESSOR AND LESSEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LEASE.

Section 9.12 Conveyance by Lessor. The word "Lessor" as used in this Lease 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 Lessor 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 Lessor's covenants and obligation hereunder from and after the date of transfer.

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

Section 9.14 Representation by Counsel. Lessee and Lessor 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 Lease.

Section 9.15 Access to Premises. Lessee will permit 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 Lessee'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 this Lease, including without limitation to show the Premises to prospective purchasers or lenders.

Section 9.16 Lessor's Representations and Warranties. Lessor represents and warrants to Lessee that:

(a) Power and Authority. Lessor has the full power and authority to execute and deliver this Lease and to perform its obligations hereunder; the execution, delivery and performance of this Lease by Lessor has been duly and validly authorized; and all requisite action has been taken by Lessor to make this Lease valid and binding upon Lessor and enforceable in accordance with its terms.

(b) Binding Agreement. This Lease constitutes the valid and legally binding obligations of Lessor 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 Lessor) pending or, to the knowledge of Lessor, overtly threatened against Lessor, which if adversely determined, could call into question the validity or enforceability of

this Lease, or could result in the rescission, termination or cancellation of any franchise, right, license, permit or similar authorization held by Lessor.

(d) Required Consents. All consents, approvals and authorizations required for the execution, delivery and performance of this Lease by Lessor 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 Lease by Lessor, or is required as a condition to the validity or enforceability of this Lease against Lessor. 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 Lease by Lessor or affects the validity of this Lease.

(e) No Conflicting Agreement. Lessor 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 Lessor. The execution, delivery or carrying out of the terms of this Lease will not result in the breach of any term or provision of any of Lessor'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 Lessor 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. Lessor is not in default with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Authority. Lessor is complying in all respects with all laws, statutes, regulations, rules, orders of all Governmental Authorities and all other Legal Requirements applicable to Lessor.

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

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

Section 9.19 Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that:

(g) Power and Authority. Lessee has the full power and authority to execute and deliver this Lease and to perform its obligations hereunder; the execution, delivery and performance of this Lease by Lessee has been duly and validly authorized; and all requisite action has been taken by Lessee to make this Lease valid and binding upon Lessee and enforceable in accordance with its terms.

(h) Binding Agreement. This Lease constitutes the valid and legally binding obligations of Lessee 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.

(i) 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 Lessee) pending or, to the knowledge of Lessee, overtly

threatened against Lessee, which if adversely determined, could call into question the validity or enforceability of this Lease, or could result in the rescission, termination or cancellation of any franchise, right, license, permit or similar authorization held by Lessee.

(j) Required Consents. All consents, approvals and authorizations required for the execution, delivery and performance of this Lease by Lessee 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 Lease by Lessee, or is required as a condition to the validity or enforceability of this Lease against Lessee. 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 Lease by Lessee or affects the validity of this Lease.

(k) No Conflicting Agreement. Lessee 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 Lessee. The execution, delivery or carrying out of the terms of this Lease will not result in the breach of any term or provision of any of Lessee'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 Lessee 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.

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

Section 9.20 Non-Appropriations. Notwithstanding any other provision in this Agreement, should a Phase I County Direct Payment require, based on Legal Requirements in effect at the time of such Phase I County Direct Payment, appropriation action by the Pima County Board of Supervisors, and should the Pima County Board of Supervisors determine in good faith not to make an appropriation for a Phase I County Direct Payment, Lessee may terminate this Lease. In the event of such termination, Lessee will have no further obligation to Lessor, other than to pay for services rendered prior to termination.

(a) Notwithstanding the provisions of Section 9.20 above, Lessee acknowledges, confirms and agrees that Monthly Sublease Deposits and funds held within the County Phase I Lease Account and the County Phase I Lease Reserve Account (the "Project-Generated Funds") are not funds subject to appropriation actions by the Pima County Board of Supervisors or appropriations actions by any other Governmental Authority, including, without limitation, the State of Arizona.

(b) Notwithstanding the provisions of Section 9.20 above, Lessee acknowledges, confirms and agrees that it will not object or attempt to prohibit the transfer and/or disbursement of the Project-Generated Funds as contemplated by this Lease and pursuant to the Phase I Lease Direction Letter on the grounds that such transfer and/or disbursement of the Project-Generated Funds requires appropriation by the Pima County Board of Supervisors or any other appropriations action by any other Governmental Authority, including, without limitation, the State of Arizona.

(c) Notwithstanding the provisions of Section 9.20 above, Lessee agrees that it will not seek termination of this Lease pursuant to any claim, direct or indirect, that the transfer and/or disbursement of the Project-Generated Funds are subject to appropriation by the Pima County Board of Supervisors or by appropriations action of any other Governmental Authority, including the State of Arizona.

Section 9.21 Public Records - Disclosure. Pursuant to the laws of the State of Arizona, this Lease and each schedule and exhibit attached hereto are public records. As such, these documents are subject to release and/or review the general public upon request.

Section 9.22 Cancellation for Conflict of Interest. This Lease 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.

Section 9.23 Non-Discrimination. Lessor and Lessee will comply with applicable local, state and federal laws, rules and regulations concerning equal employment opportunity and non-discrimination; and with all provisions and requirements of Arizona Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Lease by this reference.

Section 9.24 Attorneys' Fees and Legal Expenses. In any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, and other reasonable legal expenses and court costs incurred by such party in such action or proceeding as the court may find to be reasonable.

Section 9.25 Accelerated Repayment Option. In the event that Lessee is required to make, over a period of two consecutive quarters, County Direct Payments totaling one hundred percent (100%) of the County Basic Rent due and owing during such six (6) month period pursuant to Schedule F to this Lease, Lessee shall have the right at its sole option, and upon not less than thirty (30) days' written Notice to the Lender, to fully defease the MQ Phase I Financing by making payment in full to Lender of all remaining and unpaid principal amount owing on the MQ Phase I Financing and all accrued but unpaid interest thereon as of the date of such payment in full by Lessee, without penalty thereon (the "County Accelerated Repayment Option"). The County Accelerated Repayment Option shall be included by reference in the loan documents evidencing the MQ Phase I Financing with a copy of such documentation of the County Accelerated Repayment Option delivered by Lessor to Lessee prior to the closing of the MQ Phase I Financing. Notwithstanding the foregoing, the County Accelerated Repayment Option shall not be available to Lessee if a Phase I County Direct Payment Failure occurs.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[LESSOR SIGNATURE PAGE]

MQD Phase I 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

[LESSEE 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

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 SUBLEASE

TO BE ATTACHED UPON EXECUTION OF PHASE I SUBLEASE

EXHIBIT E

PHASE I LEASE DIRECTION LETTER

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

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 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 upon the closing of the MQ Phase I Financing and shall end at 12:00AM MST on the day after Final Completion (as such term is defined in the Development Agreement) of MQ Field House (the "Premises Final Completion Date").

Primary Term

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

SCHEDULE E

MONTHLY SUBLEASE DEPOSITS

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

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

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

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

2054		
<u>Deposit Date</u> January 15 February 15 March 15 April 15	<u>Deposit Date</u> May 15 June 15 July 15 August 15	<u>Deposit Date</u> September 15 October 15 November 15 December 15
2055		
<u>Deposit Date</u> January 15 February 15 March 15 April 15	<u>Deposit Date</u> May 15 June 15 July 15 August 15	<u>Deposit Date</u> September 15 October 15 November 15 December 15
2056		
<u>Deposit Date</u> January 15 February 15 March 15 April 15	<u>Deposit Date</u> May 15 June 15 July 15 August 15	<u>Deposit Date</u> September 15 October 15 November 15 December 15

SCHEDULE F

COUNTY BASIC RENT PAYMENT SCHEDULE

2026		2027		2028	
<u>Rent Payment</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31	6,012,500	March 31	6,162,812
June 30		June 30	6,012,500	June 30	6,162,812
September 30		September 30	6,162,812	September 30	6,316,883
December 31		December 31	6,162,812	December 31	6,316,883
2029		2030		2031	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	6,316,883	March 31	6,474,805	March 31	6,636,675
June 30	6,316,883	June 30	6,474,805	June 30	6,636,675
September 30	6,474,805	September 30	6,636,675	September 30	6,802,592
December 31	6,474,805	December 31	6,636,675	December 31	6,802,592
2032		2033		2034	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	6,802,592	March 31	6,972,656	March 31	7,146,973
June 30	6,802,592	June 30	6,972,656	June 30	7,146,973
September 30	6,972,656	September 30	7,146,973	September 30	7,325,647
December 31	6,972,656	December 31	7,146,973	December 31	7,325,647
2035		2036		2037	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	7,325,647	March 31	7,508,788	March 31	7,696,508
June 30	7,325,647	June 30	7,508,788	June 30	7,696,508
September 30	7,508,788	September 30	7,696,508	September 30	7,888,921
December 31	7,508,788	December 31	7,696,508	December 31	7,888,921
2038		2039		2040	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	7,888,921	March 31	8,086,144	March 31	8,288,297
June 30	7,888,921	June 30	8,086,144	June 30	8,288,297
September 30	8,086,144	September 30	8,288,297	September 30	8,495,505
December 31	8,086,144	December 31	8,288,297	December 31	8,495,505
2041		2042		2043	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	8,495,505	March 31	8,707,892	March 31	8,925,590
June 30	8,495,505	June 30	8,707,892	June 30	8,925,590
September 30	8,707,892	September 30	8,925,590	September 30	9,148,730
December 31	8,707,892	December 31	8,925,590	December 31	9,148,730
2044		2045		2046	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	9,148,730	March 31	9,377,448	March 31	9,611,884
June 30	9,148,730	June 30	9,377,448	June 30	9,611,884
September 30	9,377,448	September 30	9,611,884	September 30	9,852,181
December 31	9,377,448	December 31	9,611,884	December 31	9,852,181

2047		2048		2049	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	9,852,181	March 31	10,098,486	March 31	10,350,948
June 30	9,852,181	June 30	10,098,486	June 30	10,350,948
September 30	10,098,486	September 30	10,350,948	September 30	10,609,721
December 31	10,098,486	December 31	10,350,948	December 31	10,609,721
2050		2051		2052	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	10,609,721	March 31	10,874,965	March 31	11,146,839
June 30	10,609,721	June 30	10,874,965	June 30	11,146,839
September 30	10,874,965	September 30	11,146,839	September 30	11,425,510
December 31	10,874,965	December 31	11,146,839	December 31	11,425,510
2053		2054		2055	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	11,425,510	March 31	11,711,147	March 31	12,003,962
June 30	11,425,510	June 30	11,711,147	June 30	12,003,962
September 30	11,711,147	September 30	12,003,962	September 30	12,304,024
December 31	11,711,147	December 31	12,003,962	December 31	12,304,024
2056					
<u>Rent Date</u>	<u>Amount</u>				
March 31	12,304,024				
June 30	12,304,024				
September 30					
December 31					

SCHEDULE G

COUNTY SECOND LEVEL RENT PAYMENT SCHEDULE

2026		2027		2028	
<u>Rent Payment</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30		June 30	47,496	June 30	47,968
September 30		September 30	47,496	September 30	47,968
December 31		December 31	47,496	December 31	47,968
2029		2030		2031	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	48,448	June 30	48,932	June 30	49,424
September 30	48,448	September 30	48,932	September 30	49,424
December 31	48,448	December 31	48,932	December 31	49,424
2032		2033		2034	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	49,916	June 30	50,412	June 30	50,920
September 30	49,916	September 30	50,412	September 30	50,920
December 31	49,916	December 31	50,412	December 31	50,920
2035		2036		2037	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	51,428	June 30	51,940	June 30	52,464
September 30	51,428	September 30	51,940	September 30	52,464
December 31	51,428	December 31	51,940	December 31	52,464
2038		2039		2040	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	52,998	June 30	53,516	June 30	54,052
September 30	52,998	September 30	53,516	September 30	54,052
December 31	52,998	December 31	53,516	December 31	54,052
2041		2042		2043	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	54,592	June 30	55,136	June 30	55,692
September 30	54,592	September 30	55,136	September 30	55,692
December 31	54,592	December 31	55,136	December 31	55,692
2044		2045		2046	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	56,248	June 30	56,808	June 30	57,376
September 30	56,248	September 30	56,808	September 30	57,376
December 31	56,248	December 31	56,808	December 31	57,376

2047		2048		2049	
<u>Rent Payment</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	57,952	June 30	58,528	June 30	59,116
September 30	57,952	September 30	58,528	September 30	59,116
December 31	57,952	December 31	58,528	December 31	59,116
2050		2051		2052	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	59,704	June 30	60,304	June 30	60,908
September 30	59,704	September 30	60,304	September 30	60,908
December 31	59,704	December 31	60,304	December 31	60,908
2053		2054		2055	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	61,516	June 30	62,752	June 30	63,380
September 30	61,516	September 30	62,752	September 30	63,380
December 31	61,516	December 31	62,752	December 31	63,380
2056		2057		2058	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	64,016	June 30	64,652	June 30	65,300
September 30	64,016	September 30	64,652	September 30	65,300
December 31	64,016	December 31	64,652	December 31	65,300
2059		2060		2061	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	67,396	June 30	66,612	June 30	67,280
September 30	67,396	September 30	66,612	September 30	67,280
December 31	67,396	December 31	66,612	December 31	67,280
2062		2063		2064	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	67,952	June 30	68,632	June 30	69,320
September 30	67,952	September 30	68,632	September 30	69,320
December 31	67,952	December 31	68,632	December 31	69,320

2065		2066		2067	
<u>Rent Payment</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31		March 31		March 31	
June 30	70,012	June 30	70,712	June 30	71,420
September 30	70,012	September 30	70,712	September 30	71,420
December 31	70,012	December 31	70,712	December 31	71,420
2068					
<u>Rent Date</u>	<u>Amount</u>				
March 31					
June 30	35,710				
September 30					
December 31					

SCHEDULE H

COUNTY THIRD LEVEL RENT PAYMENT SCHEDULE

2026		2027		2028	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2029		2030		2031	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2032		2033		2034	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2035		2036		2037	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2038		2039		2040	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2041		2042		2043	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2044		2045		2046	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375

2047		2048		2049	
<u>Rent Payment</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2050		2051		2052	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2053		2054		2055	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2056		2057		2058	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2059		2060		2061	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2062		2063		2064	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375

2065		2066		2067	
<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>	<u>Rent Date</u>	<u>Amount</u>
March 31	141,375	March 31	141,375	March 31	141,375
June 30	141,375	June 30	141,375	June 30	141,375
September 30	141,375	September 30	141,375	September 30	141,375
December 31	141,375	December 31	141,375	December 31	141,375
2068					
<u>Rent Date</u>	<u>Amount</u>				
March 31	141,375				
June 30	141,375				
September 30	141,375				
December 31	141,375				

SCHEDULE I

RATE

TO BE ATTACHED UPON CLOSING OF MQ PHASE I FINANCING

SCHEDULE J

MEMORANDUM OF SUBLEASE

TO BE ATTACHED FOLLOWING EXECUTION AND RECORDING