



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):**

Mosaic Quarter Development LLC, an Arizona limited liability company

***Project Title/Description:**

Mosaic Quarter Master Ground Lease

***Purpose:**

The purpose of the Agreement is to enter into a 40 year lease with Mosaic Quarter Development LLC ("MQ") for the development of the Mosaic Quarter mixed use sports complex project. 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. The Pima County Board of Supervisors also approves the allocation of \$10 million, which is budgeted within the contingency fund for these agreements in Fiscal Year 2024, to be designated as a reserve.

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

The goal of the Agreement is to enter into a ground lease with MQ for the development of a mixed-use sports complex project on approximately 84.84 acres of vacant land located on the east side of Kino Parkway, north of Benson Highway and the south side of Interstate 10. The predicted outcome will be the development of a mixed use sports complex developed by MQ that will provide users and County constituents with a mix of sports, hospitality and entertainment uses as well as the collection of rent over a 40 year period of time.

***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

Attachments: Phase I Ground Lease – (Mosaic Quarter Development LLC/MQD Phase I LLC)

TO: COB 2-21-2024 (1)
Vers.: 1
pgs.: 181

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

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

Contract / Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 24*0136
Commencement Date: 3/5/2024 Termination Date: 9/1/2066 Prior Contract Number (Synergen/CMS):
☐ Expense Amount \$ _____ ☒ Revenue Amount: \$ 25,513,540.00

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

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ %
Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No
If Yes, is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? ☐ Yes ☒ No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? ☐ Yes ☒ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

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

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

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

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

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ %
*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ %
*Funding Source: _____

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

Contact: Jeff Teplitsky

Department: 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: CTN-RPS-24*0136

MOSAIC QUARTER
MASTER GROUND LEASE

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MASTER GROUND LEASE

THIS LEASE AGREEMENT (this "Lease") dated as of March 5, 2024 (the "Effective Date"), is made and entered into by and between Pima County, Arizona ("Landlord") and Mosaic Quarter Development LLC, a limited liability company organized under the laws of the State of Arizona ("Tenant").

RECITALS

- A. Tenant entered into that certain Master Development Agreement with Landlord on October 4, 2022 (the "Development Agreement"), a copy of which is attached to this Lease as Exhibit A.
- B. Pursuant to the Development Agreement, Tenant and Landlord agreed to enter into this Lease for the overall development of the Premises (as hereinafter defined).
- C. Pursuant to the Development Agreement and the provisions of this Lease, Tenant will develop the Premises in three (3) successive phases (MQ Phase I, MQ Phase II and MQ Phase III, as each such term is hereinafter defined) pursuant to a Master Development Plan (which may be amended from time to time in the case of MQ Phase II and MQ Phase III in accordance with the provisions of the Development Agreement) which is attached to this Lease as Exhibit B (the "Master Development Plan")
- D. In combination with the Development Agreement and the Master Development Plan, Tenant's development of the Premises is coordinated with and more particularly described in that certain Development and Operations Plan which is attached to this Lease as Exhibit C (the "Development and Operations Plan").
- E. Based, in part, upon that certain Independent Review of Operational Projects prepared by Rounds Consulting Group (the "Economic Development Report"), Landlord believes that the development of the Premises in accordance with the Development Agreement, the Master Development Plan and the Development and Operations Plan will result in significant direct and indirect benefits accruing to Landlord and the general public, including, without limitation, (i) increased property values within Pima County, Arizona, (ii) increased tax revenues within Pima County, Arizona, (iii) increased opportunities for commercial property development and employment within Pima County, Arizona, (iv) incentivizing the development of adjacent properties, and (v) otherwise improving or enhancing the economic welfare of the inhabitants of Pima County, Arizona.
- F. The Pima County Board of Supervisors (the "Board") has authority under A.R.S. § 11-254.04 to engage in any "activity that the board of supervisors has found and determined will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county," including specifically the "acquisition, improvement, leasing or conveyance of real or personal property." Based on the Economic Development Report, the Master Development Plan and the Development and Operations Plan, among other factors, the Board has determined that Tenant's development of the Premises, and hence this Lease, will have a significant positive impact on the economic welfare of Pima County, Arizona's inhabitants.
- G. Based on the foregoing, among other things, Landlord is willing to lease to Tenant the Premises and Landlord is willing to grant Tenant a series of options to purchase certain portions of the Premises, all upon and subject to the terms and conditions set forth below.

ARTICLE I. LEASE OF PREMISES

Section 1.01 Lease of Premises, Title and Condition.

- (a) In consideration of the rents and covenants herein stipulated to be paid and performed by Tenant and upon the terms and conditions herein specified, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises (the "Premises") consisting of (a) the land described on Schedule A to this Lease which is attached to this Lease and is incorporated herein by reference (the "Land") and contiguous to part of other parcels of land owned by Landlord on which a long field and pickleball complex is located (the "Kino South Complex"), and (b) the easements, rights, appurtenances and other rights and benefits relating to the Land, including without limitation, the agreements, if any, set forth on, and incorporated herein by reference as, Schedule B, and (c) all of Landlord's right, title and interest in and to all public or private streets, roads, avenues, alleys or passageways, open or proposed, on or abutting the Land, including, without limitation, its interests or rights in any after-acquired property.
- (b) The Premises are leased to Tenant in their present condition without representation or warranty by Landlord except as otherwise set forth in this Lease and subject to the existing state of title, to all applicable Legal Requirements (as hereinafter defined) now or hereafter in effect and to the exceptions set forth on, and incorporated herein by reference as, Schedule C (the "Permitted Exceptions"). Except as expressly provided in Section 1.18 of this Lease, all buildings and other improvements hereafter located on the Land, including, without limitation, all of the improvements developed and constructed by the Tenant pursuant to the Development Agreement and contemplated by the Development and Operations Plan (the "Improvements") and all personal property located thereon are not the subject of this Lease, and Landlord shall not acquire pursuant to this Lease any right, title or interest therein or thereto, nor in any additions, alterations, restorations and repairs to and replacements of any of the foregoing. Accordingly, Landlord's fee simple title in the Land and its interest in the Lease shall not be subject to any mechanics' liens related to any design, development or construction by Tenant on the Premises. Any Improvements hereafter located or constructed on or placed upon the Premises shall be and remain the property of Tenant, except as otherwise provided in Section 1.18 of this Lease.

Section 1.02 Access to Kino South Complex.

During the entire Term of this Lease, Landlord hereby grants to Tenant and its subtenants, licenses, occupants, invitees, employees and agents easements pursuant to which Tenant shall have (a) the nonexclusive right of vehicular and pedestrian ingress and egress over the roads and walkways leading from the Premises to the Kino South Complex and (b) the nonexclusive right to connect to all electric, telephone, gas, cable, fiber optics, sanitary sewer, storm sewer and other utilities and services that may be located within the Kino South Complex and within reasonable proximity to the Premises that are necessary to provide utility service to the Premises. During the entire Term of this Lease, Landlord shall maintain and repair (or cause to be maintained and repaired) the roads and walkways and all utilities located within the Kino South Complex and within reasonable proximity to the Premises that are necessary to provide utility service to the Premises so that at all times the roads and walkways shall be in a safe and operable condition adequate for the purpose of vehicular and pedestrian ingress and egress to and from the Premises and the utilities shall be available for continuous connection and service to the Premises.

Section 1.03 Use of Premises.

Tenant may use the Premises for any lawful purpose in accordance with the Development Agreement and the Development and Operations Plan. As long as no Event of Default has occurred and is continuing hereunder, Landlord shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by Tenant, provided that Landlord and its agents and designees may, upon reasonable notice and at reasonable times, enter upon and examine the Premises as long as such examination shall not unreasonably interfere with the business operations of Tenant or any subtenant on the Premises.

Section 1.04 Term of Lease.

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 referred to collectively as the “Term”) shall commence and expire on the dates set forth on, and incorporated herein by reference as, Schedule D. The Primary Term shall commence automatically and immediately upon the expiration of the Initial Term and without the requirement for Notice to or from, or consent of, either Landlord or Tenant.

- (a) Notwithstanding the foregoing provisions of Section 1.04 and the provisions of Section 1.04(b) of this Lease, if Landlord makes a Nonparticipation Election (as defined in the Development Agreement) with respect to MQ Phase I this Lease shall be executed and delivered by the parties, provided, however, Tenant shall have a period of twelve (12) months to close on its Alternate Financing (as defined in the Development Agreement). Should Tenant not close on its Alternate Financing within twelve (12) months of the Effective Date of this Lease, this Lease shall be subject to an Alternate Financing Termination (as defined in the Development Agreement) and Landlord shall have the right to terminate this Lease by proving written notice to Tenant. If this Lease is terminated by Landlord pursuant to the preceding sentence, this Lease shall be null and void and of no further force and Landlord shall thereafter have no liability hereunder.
- (b) Notwithstanding the foregoing provisions of Section 1.04 and Section 1.04(a) of this Lease, if (i) there is no Nonparticipation Election, (ii) the Phase I Lease (as hereinafter defined) is executed and delivered by Landlord and the Phase I Owner (as hereinafter defined), and (iii) the Phase I Sublease is executed and delivered by Landlord and the Phase I Operator (as hereinafter defined), then Tenant and the Phase I Owner (as affiliated entities) shall have ninety (90) days from the Effective Date of this Lease, the Phase I Lease and the Phase I Sublease to close on the MQ Phase I Financing (as hereinafter defined). Should Tenant and the Phase I Owner not close on the MQ Phase I Financing within such ninety (90) day period, Landlord shall have the right to terminate this Lease by proving written notice to Tenant. If this Lease is terminated by Landlord pursuant to the preceding sentence, this Lease shall be null and void and of no further force and Landlord shall thereafter have no liability hereunder.

Section 1.05 Assignment and Subletting.

- (a) Subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld, Tenant may sublet the Premises (or any portion thereof) or assign or mortgage its interest hereunder or in any sublease of the Premises (or portion thereof) and the rents to be received pursuant to such sublease, provided each sublease shall have expressly been made subject to the provisions of this Lease. No such assignment, mortgage or sublease shall modify or limit any right or power of Landlord hereunder or affect or reduce any obligation of Tenant hereunder, and all such obligations shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no assignment, mortgage or subletting had been made. If Tenant shall validly assign its interest in this Lease (other than a collateral assignment thereof as security), the assignee shall execute an agreement assuming the obligations of Tenant under this Lease and the obligations of Tenant as “Developer” under the Development Agreement from and after such assignment. Any sublease, assignment or mortgage made otherwise than as permitted by this Section 1.05 or as expressly stated in Article II (including any sublease of a portion of the Premises to develop the Commercial North Property as such portion of the Premises is identified on the Master Development Plan), Article III (including any sublease of a portion of the Premises by Tenant to develop the Commercial South Property as such portion of the Premises is identified on the Master Development Plan) and Article IV (including any sublease of a portion of the Premises by Tenant to develop the Hotel North Property and/or the Hotel South Property as such portion of the Premises is identified on the Master Development Plan) of

this Lease shall be void. Tenant shall, within twenty (20) days after the execution of any permitted sublease, mortgage or assignment (other than a collateral assignment for security or the execution and delivery of the Phase I Ground Lease, the Phase II Ground Lease, the Phase III Ground Lease, the Phase I Lease, the Phase II Lease, the Phase III Lease, the Phase I Sublease, the Phase II Sublease or the Phase III Sublease), deliver a conformed copy thereof to Landlord.

- (b) Landlord acknowledges that development and construction of the contemplated improvements on the Premises as more particularly described in the Development Agreement and the Development and Operations Plan is dependent upon Tenant, the Phase I Owner, the Phase II Owner, the Phase III Owner and any other related affiliate of Tenant securing financing for the development and construction of the Improvements. Landlord shall not be required to subordinate Landlord's fee simple interest in the Land to the lien of any mortgage financing obtained by Tenant or otherwise join in such financing.

Section 1.06 Fee Mortgages.

This Lease and the rights of Tenant hereunder shall be and remain superior in all respects to any encumbrance on or against the fee simple interest of Landlord in the Land and its interest in this Lease (other than Permitted Exceptions) and Landlord will not create or suffer to be created, and will promptly remove and discharge, any mortgage, charge, lien, security interest or encumbrance upon its fee simple interest in the Land or its interests in this Lease, other than Permitted Exceptions and any sublease, assignment or mortgage permitted by Section 1.05 of this Lease. Landlord covenants and agrees that, except (a) in its capacity as the lessee under the Phase I Lease, the Phase II Lease and the Phase III Lease, (b) in its capacity as the lessor under the Phase I Sublease, the Phase II Sublease and the Phase III Sublease and (c) with respect to the Phase I Ground Lease, the Phase II Ground Lease and the Phase III Ground Lease, it will not suffer or permit any entity or person other than Tenant to hold or come to hold any tenancy on the Premises during the Term of this Lease.

Section 1.07 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 Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim, defense or deduction with respect to any Phase I Rent (as hereinafter defined), Phase II Rent (as hereinafter defined), Phase III Rent (as hereinafter defined) or other sums payable hereunder except as otherwise expressly provided herein, nor shall the obligations of Tenant hereunder be affected, by reason of: (i) any damage to, destruction of, or casualty with respect to, the Premises or any portion thereof, (ii) any taking of the Premises or any part thereof by condemnation or otherwise, (iii) any prohibition, limitation, interruption, cessation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises, or any interference with such use, occupancy or enjoyment by any person, (iv) any eviction by paramount title or otherwise, (v) any default by Landlord hereunder or under any other agreement, (vi) the impossibility or illegality of performance by Landlord, Tenant or both, (vii) any action of any federal, state or local governmental authority ("Governmental Authority") (including, without limitation, changes in Legal Requirements), or (viii) any other cause whether similar or dissimilar to the foregoing. The Parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease.
- (b) Tenant 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 Landlord 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, Tenant waives all rights to terminate or surrender this

Lease, or to any abatement or deferment of Phase I Rent, Phase II Rent, Phase III Rent or other sums payable hereunder.

Section 1.08 Liens.

Subject to the terms of Section 1.11 of this Lease, Tenant will promptly remove and discharge (which may be accomplished by bonding) any charge, lien, security interest or encumbrance upon the Premises or any Phase I Rent, Phase II Rent, Phase III 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 Tenant or for the Premises. Notwithstanding the foregoing, Tenant shall have no obligation to remove or discharge (a) the Permitted Exceptions, (b) the Phase I Ground Lease, the Phase II Ground Lease, the Phase III Ground Lease or any sublease, assignment or mortgage permitted by Section 1.05 of this Lease, or (c) any mortgage, charge, lien, security interest or encumbrance created by Landlord without the consent of Tenant, which consent may be withheld by Tenant in its sole discretion (which shall not be construed to permit Landlord to create any mortgage, charge, lien, security interest or encumbrance not otherwise permitted hereunder), provided that Tenant shall have no obligation to discharge any mechanic's, laborer's, materialman's, supplier's or vendor's lien if payment is not yet due under the contract which is the foundation thereof or if payment is being contested pursuant to Section 1.11 hereof. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, 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 Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone (other than Landlord) holding an interest in the Premises or any part thereof through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises.

Section 1.09 Indemnification.

Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, from the conduct of Tenant's business or from any activity, work, or things done, permitted, or suffered by Tenant in or about the Premises or elsewhere, and shall further indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any gross negligence or willful of Tenant, or any of the Tenant'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. Tenant, 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 Tenant hereby waives all claims in respect thereof against Landlord. Tenant hereby agrees that Landlord and its agents shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise, equipment or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to Tenant's employees, authorized agents or contractors. No supervisors, employees, authorized agents, contractors or other individual affiliated with Landlord shall be subject to personal liability while acting within the scope of their employment by Landlord with respect to any of the covenants or conditions of this Lease.

Section 1.10 Maintenance and Repair.

Tenant, at its own expense, will maintain all parts of the Premises in good repair and condition, except for ordinary wear and tear, and will take all action and will make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of the Premises in good repair and condition, ordinary wear and tear excepted. Landlord shall not be required to maintain or repair the Premises. Tenant waives the right to (a) require Landlord to maintain or repair the Premises, or (b) make repairs at the expense of Landlord pursuant to any Legal Requirement, contract, agreement, covenant, condition or restriction set forth in Section 1.19(b)(ii) of

this Lease, at any time in effect.

Section 1.11 Permitted Contests.

Notwithstanding any provision hereof to the contrary, Tenant shall not be required, nor shall Landlord 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 Tenant shall, in good faith, contest, in the name of Landlord or Tenant, the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection or other realization of the Imposition, lien or encumbrance so contested and which also shall prevent the sale, foreclosure or loss of the Premises or any Phase I Rent, Phase II Rent, Phase III Rent or other sums required to be paid by Tenant hereunder, to satisfy the same or Legal Requirements, and which shall not affect the payment of any Phase I Rent, Phase II Rent, Phase III Rent or other sums required to be paid by Tenant, provided that such contest shall not subject Landlord to the risk of any criminal liability or civil liability. Upon conclusion of any such proceedings, Tenant shall pay the amount of such Imposition, lien or encumbrance or part thereof, if any, as is finally determined to be owed in such proceedings, together with any interest, penalties or other liability incurred by Tenant in connection therewith. Tenant shall give such security as may be reasonably requested by Landlord to ensure ultimate payment of such Imposition, lien or encumbrance and compliance with Legal Requirements and to prevent any sale or forfeiture of the Premises or any portion thereof, or of any Phase I Rent, Phase II Rent, Phase III Rent or other sums required to be paid by Tenant hereunder by reason of such non-payment or noncompliance. Landlord shall cooperate with Tenant in connection with any proceeding referred to in this Section 1.11, but Landlord shall not be required to join in any such proceeding unless the provision of any law or ordinance at the time in effect shall require that Landlord be a party to such proceeding, in which event Landlord shall participate in such proceedings at Tenant's sole cost and expense.

Section 1.12 Landlord's Cooperation.

Landlord agrees to assist and cooperate with Tenant or Tenant's designee with the performance of any land title survey, securing land use permits, the performance of environmental impact reviews or the performance and/or securing of any other approvals, inspections or diligence required for the design, development, construction, operation or financing of the Improvements in accordance with the requirements of the Development Agreement and as contemplated in the Development and Operations Agreement.

Section 1.13 Premises Not Subject to Liens.

Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises shall be subject to any lien for Improvements made by Tenant on or for the Premises. Landlord shall not be liable for any lien for any Improvement made by Tenant, such liability being expressly prohibited by the terms of this Lease, and Tenant agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said prohibition.

Section 1.14 Rights of Lender.

- (a) If Tenant shall be in default in the observance or performance of any covenant in this Lease beyond any applicable period of grace referred to herein, Landlord shall send written Notice of such default to the Lender (as hereinafter defined), at Lender's address set forth in the mortgage securing the Lender (whether one or more, the "Mortgage") or as the Lender may request in a writing delivered to Landlord. The Lender shall have thirty (30) Business Days after delivery of such written Notice from Landlord within which to cure or remove such default, and if such default cannot with diligence be cured within such thirty (30) Business Day period, a reasonable time thereafter as determined by Landlord, provided that Lender proceeds promptly to cure the same and thereafter prosecutes the curing of such default with diligence. Notwithstanding any other provision of this Lease, Landlord shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to such default unless Landlord shall have first given written Notice thereof to the Lender and unless Lender shall have failed to cure or remove, or cause to be cured or

removed, such default within the time set forth in this Section 1.14(a).

- (b) Landlord will accept performance by the Lender, the sublessee under any sublease permitted by this Lease or either of them of any covenant, agreement or obligation of Tenant contained in this Lease with the same effect as though performed by Tenant.
- (c) If this Lease shall be terminated for any reason hereunder by Landlord, or in the event of the rejection or disaffirmance of this Lease pursuant to any bankruptcy law or other law affecting creditors' rights, Landlord will enter into a new lease of the premises (on the same terms as this Lease) demised by this Lease with the Lender, or any party designated by the Lender, not less than ten (10) nor more than thirty (30) days after the request of the Lender referred to below, for the remainder of the Term of this Lease, effective as of the date of such termination, rejection or disaffirmance, upon all the terms and provisions contained in this Lease, provided that the Lender makes a written request to Landlord for such new lease within thirty (30) days after the effective date of such termination, rejection or disaffirmance, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by the Lender or the party designated by the Lender to be the lessee thereunder, and the Lender cures all defaults under this Lease which can be cured by the payment of money and pays Landlord all Phase I Rent, Phase II Rent, Phase III Ground and other sums which would at the time of such execution and delivery be due and payable by Tenant under this Lease but for such rejection, disaffirmance or termination. If the Lender designates another party to enter into such new lease, the Landlord must approve such new party, which approval shall not be unreasonably withheld. If the Lender, or the party so designated by the Lender, shall have entered into a new lease with Landlord pursuant to this Section 1.14(c), then any default under this Lease which cannot be cured by the payment of money shall be deemed cured. Any new lease made pursuant to this Section 1.14(c) shall have the same priority with respect to other interests in the Premises as this Lease and shall be accompanied by a conveyance of Landlord's interest, if any, to the Improvements (free of any mortgage or other lien, charge or encumbrance created or suffered to be created by Landlord except for any mortgage permitted by Section 1.05 hereof) for a term of years equal in duration to the term of the new lease as the same may be extended pursuant to the provisions of said new lease, subject, however, to any lease of the Improvements theretofore made by Tenant, as lessor, or any sublessee thereof, which is then in effect. The provisions of this Section 1.14(c) shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this Section 1.14(c) were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, the Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord.
- (d) If Landlord shall elect to terminate this Lease pursuant to any provision hereof and Lender does not exercise its rights set forth in Section 1.14(c) of this Lease, then the Lender shall have the right to postpone and extend the specified date for the termination of this Lease for a period sufficient to enable the Lender or its designee to acquire Tenant's interest in this Lease by foreclosure of the Mortgage or otherwise; provided, however, that no such extension of the date of the termination of this Lease shall exceed one hundred twenty (120) days following the Landlord's election. In case the Tenant's interest under this Lease shall be sold, assigned or otherwise transferred pursuant to the exercise of any right, power or remedy of the Lender under a Mortgage, or pursuant to judicial proceedings, or by transfer and assignment in lieu thereof, Landlord within thirty (30) days after receiving written request therefore, and upon payment of all reasonable expenses of Landlord, including reasonable attorneys' fees incident thereto, will execute and deliver such instrument or instruments as may be required to confirm such sale, assignment or other transfer of the Tenant's interest under this Lease.
- (e) Other than the Phase I Rent, Phase II Rent, Phase III Rent, the Phase I Monthly Cash Flow Allocation, the

Phase II Monthly Cash Flow Allocation, the Phase III Monthly Cash Flow Allocation, the Kino Underpass Payment, and the Nonpotable Water Reimbursements, Landlord shall have no rights whatsoever in and to other amounts payable to Tenant or its affiliates by any tenant under any sublease of all or any part of the Premises, which rentals may be assigned by Tenant to the Lender.

- (f) The Lender, or its agents or employees or independent contractors retained or appointed by it, shall have the right to enter upon the Premises at any time prior to the termination of this Lease, for the purpose of making any inspections of the Premises or for the purpose of curing any default by Tenant under this Lease, all without notice to, or approval of, Landlord, and Landlord hereby agrees to accept performance and compliance by any such Lender of a covenant, agreement, provisions, condition or limitation on Tenant's part to be kept, observed or performed hereunder, with the same force and effect as though kept, observed and performed by the Tenant.
- (g) If the Mortgage is in effect, none of the following acts shall be effective without the prior, express, written consent of the Lender: (i) any agreement between Landlord and Tenant for the cancellation, surrender, acceptance of surrender, termination or modification of this Lease, (ii) any purported cancellation or termination of this Lease by the Tenant pursuant to any provision hereof, including, without limitation, upon any default, breach or failure on the part of Landlord to perform any of its covenants or obligations hereunder, or (iii) any waiver, consent or release by Tenant of any of its rights or remedies hereunder or any forgiveness or waiver by Tenant of the performance of any covenants or obligations of Landlord hereunder.
- (h) The provisions of this Section 1.14 are for the benefit of the Lender and may be relied upon and shall be enforceable by the Lender. Neither the Lender nor any other holder or owner of the obligations secured by any Mortgage or otherwise shall be liable upon the covenant, agreements or obligations of Tenant contained in this Lease, unless and until the Lender or such holder or owner becomes the lessee hereunder.

Section 1.15 Landlord's Representations and Warranties.

Landlord represents and warrants that:

- (a) Landlord 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 Landlord has been duly and validly authorized and all requisite action has been taken by Landlord to make this Lease valid and binding upon Landlord and enforceable in accordance with its terms.
- (b) This Lease constitutes the valid and legally binding obligations of Landlord 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) There are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority (whether purportedly on behalf of Landlord) pending or, to the knowledge of Landlord, overtly threatened against Landlord, 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 Landlord.
- (d) All consents, approvals and authorizations required for the execution, delivery and performance of this Lease by Landlord 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 Landlord, or is required as a condition to the validity or enforceability of this Lease against Landlord. 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 Landlord or affects the validity of this Lease.

- (e) Landlord 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 Landlord. 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 Landlord's governing 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 Landlord 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) Landlord is not in default with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Authority that would have a material adverse effect on this Lease or that would prevent the execution, delivery or performance of Landlord's obligations under this Lease. Landlord is complying in all respects with all laws, statutes, regulations, rules and orders of all Governmental Authorities applicable to Landlord.

Section 1.16 Tenant's Representations and Warranties.

Tenant represents and warrants that:

- (a) Tenant 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 Tenant has been duly and validly authorized and all requisite action has been taken by Tenant to make this Lease valid and binding upon Tenant and enforceable in accordance with its terms.
- (b) This Lease constitutes the valid and legally binding obligations of Tenant 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) There are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority (whether purportedly on behalf of Tenant) pending or, to the knowledge of Tenant, overtly threatened against Landlord, 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 Tenant.
- (d) All consents, approvals and authorizations required for the execution, delivery and performance of this Lease by Tenant 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 Tenant, or is required as a condition to the validity or enforceability of this Lease against Tenant. 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 Tenant or affects the validity of this Lease.

- (e) Tenant 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 Tenant. 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 Tenant's governing 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 Tenant 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) Tenant is not in default with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Authority that would have a material adverse effect on this Lease or that would prevent the execution, delivery or performance of Tenant's obligations under this Lease. Tenant is complying in all respects with all laws, statutes, regulations, rules and orders of all Governmental Authorities applicable to Tenant.

Section 1.17 Landlord's Environmental Representations and Warranties.

Based solely on the Phase I Environmental Report regarding the Premises obtained by Landlord and dated as of June 27, 2014 and the Phase I Environmental Report regarding the Premises obtained by the Landlord and dated as of November 14, 2023 (each of which such reports have been disclosed to Tenant), and not based on any other investigation or due diligence by Landlord regarding the past or present condition of, or claims regarding, the Property related to Environmental Laws (as such term is defined below) and the Release (as such term is defined below) of Hazardous Substances (as such term is defined below), of which no such investigation or due diligence has been performed by Landlord, Landlord represents and warrants to Tenant with respect to the Premises:

- (a) 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;
- (b) (A) no notices, complaints or orders of violation or non-compliance with Environmental Laws have been received by Landlord and, to the best of Landlord'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 Landlord, the Premises or any person or entity for whose liability for any such claim Landlord 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 Landlord with respect to the Premises under any Environmental Law; and (C) neither the Premises nor Landlord 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; and
- (c) (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) Landlord 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 Landlord 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, Landlord in relation to the Premises which have not been made available to Tenant.

Section 1.18 Surrender.

Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to the possession of Landlord in the condition in which the Premises were originally received from Landlord, except as improved, repaired, rebuilt, restored, altered or added as permitted or required under this Lease, the Development Agreement, the Development and Operations Plan and pursuant to the Master Development Plan. Surrender of the Premises to Landlord shall include, without any compensation therefor, the surrender of any Improvements constructed on the Premises by (a) Tenant pursuant to this Lease, (b) the Phase I Owner pursuant to the Phase I Ground Lease, (c) the Phase II Owner pursuant to the Phase II Ground Lease, (d) the Phase III Owner pursuant to the Phase III Ground Lease, (e) the Phase I Sublessee pursuant to the Phase I Sublease, (f) the Phase II Sublessee pursuant to the Phase II Sublease, the Phase III Sublessee pursuant to the Phase III Sublease, (g) Tenant, an affiliate of Tenant or a third party pursuant to future sub-ground leases entered into by Tenant and any affiliates of Tenant, and/or (h) any third party sublessees of Tenant for the development of Improvements within the Premises in accordance with the Development Agreement and the Development and Operations Plan, provided, however, that should any Improvement be developed and constructed on a portion of the Premises subject to a Property Option (as hereinafter defined) that has been validly exercised by Tenant prior to the expiration or termination of this Lease, such Improvements and their associated Option Property (as hereinafter defined) shall be excluded from any surrender of all remaining portions of the Premises. Tenant, if an Event of Default does not then exist, shall have the right to remove from the Premises on or prior to such expiration or termination all personal property situated thereon which is not owned by Landlord, or at its election, to allow such property to remain on the Premises, but Tenant shall be

required to repair, at its expense, any damage to the Premises resulting from any such removal. Such personal property not so removed shall become the property of Landlord. The provisions of this Section 1.18 shall survive the termination or expiration of this Lease.

Section 1.19 Taxes, Assessments and Compliance with Laws.

- (a) Except as otherwise expressly provided in this Section 1.19, Tenant shall pay, prior to delinquency, (i) all taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time during the Initial Term or the Primary Term, imposed or levied upon or assessed against (A) the Premises, (B) any Phase I Rent, Phase II Rent, Phase III 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; (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 Phase I Rent, Phase II Rent, Phase III Rent or other sums payable hereunder; (iii) all sales, value added, ad valorem, 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; and (iv) all charges of utilities, communications and similar services serving the Premises. Tenant shall not be required to pay any franchise, estate, inheritance, transfer, net income or similar tax of Landlord (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 Tenant is required to pay pursuant to this Section 1.19(a), 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 Landlord 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 Tenant and Tenant shall pay and discharge the same as herein provided (collectively, "Impositions"). In addition to the foregoing, Tenant 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. Tenant shall furnish to Landlord, within ten (10) Business Days after the due date thereof, proof of payment of all such Impositions. If any Imposition may legally be paid in installments, Tenant may pay such Imposition in installments; in such event, Tenant shall be liable only for installments which become due and payable during the Primary Term. This Section 1.19(a) shall be subject to the terms and provisions of Section 1.11 of this Lease.
- (b) Subject to the provisions of Section 1.11 of this Lease, Tenant 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) all contracts (including but not limited to insurance policies), agreements, covenants, conditions and restrictions now or hereafter applicable to the Premises, or the ownership, operation, use or possession thereof and existing on the date hereof or hereafter entered into with the consent of Tenant (collectively, "Legal Requirements"), including but not limited to all such Legal Requirements which require structural, unforeseen or extraordinary changes.
- (c) Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household materials, all of which are used, stored and disposed of in compliance with all applicable federal, state and local laws, rules and regulations and in quantities not in excess of those reasonably necessary to conduct the permitted uses of the Premises under this Lease, Tenant agrees not to introduce any Hazardous Substances in, on or adjacent to the Premises without (i) obtaining Landlord's prior written approval, (ii)

providing Landlord with sixty (60) days' prior written notice of the exact amount, nature, and manner of intended use of such Hazardous Substances, and (iii) complying with all applicable federal, state and local laws, rules, regulations, policies and authorities relating to the storage, use, disposal and clean-up of Hazardous Substances, including, but not limited to, the obtaining of all proper permits. Notwithstanding the foregoing, to the extent that the use of ammonia or other chemicals in conjunction with the production of ice within that certain Improvement identified as "MQ Iceplex" on the Master Development Plan (such Improvement to be referred to in this Lease as "MQ Iceplex") is compliant with applicable Environmental Laws and Legal Requirements, the use, storage and disposal of such chemicals shall not be a violation of this Section 1.19(c).

(i) Tenant shall immediately notify Landlord of any inquiry, test, investigation, or enforcement proceeding by, against or directed at Tenant or the Premises concerning Hazardous Substances. Tenant acknowledges that Landlord, as the owner of the Premises, shall have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve, and appeal, at Tenant's expense, any action taken or order issued by any applicable governmental authority with regard to Hazardous Substances used, stored, disposed of or released on or from the Premises by Tenant or its agents, employees, contractors or invitees. Notwithstanding the foregoing, with respect to any inspections or tests conducted as a part of routine Legal Requirements and compliance with applicable Environmental Laws associated with the use of ammonia or other chemicals within MQ Iceplex in the manner described in Section 1.19(c) of this Lease, such tests or inspections shall not be subject to the provisions of this Section 1.19(c)(i).

(ii) If Tenant's storage, use, disposal or release of any Hazardous Materials in, on or adjacent to the Premises results in any contamination of the Premises, the soil, surface or groundwater thereunder or the air above or around the Premises (a) requiring remediation under federal, state or local statutes, ordinances, regulations or policies, or (b) at levels which are unacceptable to Landlord, in Landlord's sole and absolute discretion, Tenant agrees to clean-up the contamination immediately, at Tenant's sole cost and expense. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs, damages, loss and fees, including reasonable attorneys' fees and costs, arising out of or in connection with (y) any clean-up work, inquiry or enforcement proceeding relating to Hazardous Materials currently or hereafter used, stored, disposed of or released by Tenant or its agents, employees, contractors or invitees on or about the Premises, and (z) the use, storage, disposal or release by Tenant or its agents, employees, contractors or invitees of any Hazardous Materials on or about the Premises.

(iii) Notwithstanding any other right of entry granted to Landlord under this Lease, Landlord shall have the right to enter the Premises or to have consultants enter the Premises throughout the Term at reasonable times for the purpose of determining: (a) whether the Premises are in conformity with federal, state and local statutes, regulations, ordinances and policies, including those pertaining to the environmental condition of the Premises; (b) whether Tenant has complied with this Section 1.19(c); and (c) the corrective measures, if any, required of Tenant to ensure the safe use, storage and disposal of Hazardous Materials. Tenant agrees to provide access and reasonable assistance for such inspections. Such inspections may include, but are not limited to, entering the Premises with machinery for the purpose of obtaining laboratory samples. Landlord shall not be limited in the number of such inspections during the Term. If, during such inspections, it is found that Tenant's use, storage, disposal or release of Hazardous Materials constitutes a violation of this Lease, in addition to any other remedies available to Landlord by reason of such violation, Tenant shall reimburse Landlord for the cost of such inspections within ten (10) days of receipt of a written statement therefor. If such consultants determine that the Premises are contaminated with Hazardous Substances or in violation of any applicable Environmental Law, Tenant shall, in a timely manner, at its expense, remove such Hazardous Substances or otherwise comply with the recommendations of such consultants to the reasonable satisfaction of Landlord and any applicable

governmental agencies. If Tenant fails to do so, Landlord, at its sole discretion, may, in addition to all other remedies available to Landlord under this Lease and at law and in equity, cause the violation and the contamination to be remedied at Tenant's sole cost and expense. The right granted to Landlord herein to inspect the Premises shall not create a duty on Landlord's part to inspect the Premises, or liability of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

(iv) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Substances used, stored, disposed of or released on or from the Premises by Tenant or its agents, employees, contractors, sublessees, or invitees and in a condition which complies with all governmental statutes, ordinances, regulations and policies, recommendations of consultants hired by Landlord, and such other reasonable requirements as may be imposed by Landlord. Notwithstanding the foregoing, the surrender of MQ Iceplex, as a part of the Premises, may be subject to the surrender of all stored and used chemicals utilized in the making of ice, including ammonia which shall not constitute a violation of this Section 1.19(c)(iv), provided, further, that the storage and utilization of ammonia or other chemicals utilized in the process of making ice at MQ Iceplex during the term of this Lease, so long as such storage and use are in compliance with applicable Environmental Laws and Legal Requirements, shall not, does not and did not constitute a breach of this Section 1.19(c)(iv).

(v) Tenant's obligations under this Section 1.19 and all indemnification obligations of Tenant under this Lease shall survive the expiration or earlier termination of this Lease.

ARTICLE II. DEVELOPMENT OF MQ PHASE I

Section 2.01 Ground Lease of MQ Phase I Premises.

In accordance with the provisions of Section 1.05 of this Agreement, and simultaneously with the execution and delivery of this Lease, Tenant will enter into that certain Mosaic Quarter Phase I Ground Lease attached hereto as Exhibit D (the "Phase I Ground Lease") with MQD Phase I LLC, an affiliate of Tenant (the "Phase I Owner"). The Phase I Ground Lease will accomplish the leasing of that certain portion of the Premises more particularly described in the Phase I Ground Lease and marked on the version of the Master Development Plan attached to this Lease as Exhibit E (the "MQ Phase I Premises").

Section 2.02 MQ Phase I Improvements.

In accordance with the Development Agreement and the Phase I Ground Lease, the Phase I Owner will develop and construct certain Improvements consistent with the Development Agreement, the Master Development Plan, the Development and Operations Plan and that certain version of the MQ Phase I Premises development plan marking such Improvements attached to this Lease as Exhibit F ("MQ Phase I"). Upon the commencement of construction of the MQ Phase I Improvements, Tenant shall attach a copy of the guaranteed maximum price schedule for the construction of the MQ Phase I Improvements to Schedule E (the "MQ Phase I GMP").

Section 2.03 MQ Phase I Lease.

In accordance with the Development Agreement, the Development and Operations Plan and the Phase I Ground Lease, and simultaneously with the execution and delivery of this Lease and the Phase I Ground Lease, the Phase I Owner will lease MQ Phase I to the Landlord (as a tenant) pursuant to that certain Mosaic Quarter Phase I Lease attached to this Lease as Exhibit G (the "Phase I Lease").

Section 2.04 MQ Phase I Sublease.

In accordance with the Development Agreement, the Development and Operations Plan and the Phase I Lease, and simultaneously with the execution and delivery of this Lease, the Phase I Ground Lease and the Phase I Lease,

Landlord (as sublessor) will lease MQ Phase I to MQD Phase I Operations LLC, an affiliate of Tenant (the “Phase I Operator”), pursuant to that certain Mosaic Quarter Phase I Sublease attached to this Lease as Exhibit H (the “Phase I Sublease”).

Section 2.05 Phase I Direction Letters.

The parties to the Phase I Ground Lease, the Phase I Lease and the Phase I Sublease will, simultaneously with the closing of the MQ Phase I Financing, execute and deliver the direction letters set forth below in order to implement the treatment of MQ Phase I cash flows through the Phase I Ground Lease, the Phase I Lease and the Phase I Sublease in a manner that complies with the Development Agreement and the Development and Operations Plan to distribute Landlord fifty-five percent (55%) of the net cash flows generated by MQ Phase I.

- (a) In conjunction and in accordance with the Phase I Ground Lease, Tenant (as landlord under the Phase I Ground Lease), Phase I Owner and CTL Capital Group, the provider of financing for MQ Phase I, MQ Phase II and MQ Phase III (subject to the right of Tenant to select an alternate financing source) (the “Lender”) will issue a jointly executed directive to the federally insured bank designated as the Lender’s trustee (the “Securitization Trustee”) under the Phase I Mortgage, the purpose of which is to govern the treatment and distribution of payments between the Tenant and Phase I Owner under the Phase I Ground Lease, a copy of which is attached to this Lease as Exhibit I (the “Phase I Ground Lease Direction Letter”). The fees charged by the Securitization Trustee for providing its services under the Phase I Ground Lease Direction Letter shall be borne solely by Tenant.
- (b) In conjunction with and in accordance with the Phase I Lease, the Phase I Owner, Landlord (as tenant under the Phase I Lease) and the Lender will issue a jointly executed directive to the Securitization Trustee governing the treatment and distribution of payments between the Phase I Owner and Landlord under the Phase I Lease, a copy of which is attached to this Lease as Exhibit J (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 Tenant.
- (c) In conjunction with and in accordance with the Phase I Sublease, Landlord (as sublandlord under the Phase I Sublease), Phase I Operator and the Lender will issue a jointly executed directive to the Securitization Trustee governing the treatment and distribution of payments between the Phase I Operator and Landlord under the Phase I Sublease, a copy of which is attached to this Lease as Exhibit K (the “Phase I Sublease Direction Letter”). The fees charged by the Securitization Trustee for providing its services under the Phase I Sublease Direction Letter shall be borne solely by Tenant.

ARTICLE III. DEVELOPMENT OF MQ PHASE II

Section 3.01 Ground Lease of MQ Phase II Premises.

In accordance with the provisions of Section 1.05 of this Agreement, subject to the terms, provisions and conditions of Article IV, Article V and Article VI of the Development Agreement, Tenant will enter into that certain Mosaic Quarter Phase II Ground Lease (in form and content substantially similar to the Phase I Ground Lease) to be, when executed and delivered in compliance with the Development Agreement, attached to this Lease as Exhibit L (the “Phase II Ground Lease”) with MQD Phase II LLC, a to-be-formed affiliate of Tenant (the “Phase II Owner”). The Phase II Ground Lease will accomplish the leasing of that certain portion of the Premises more particularly described in the Phase II Ground Lease and marked on an upcoming version of the Master Development Plan to be attached to this Lease upon the execution and delivery of the Phase II Ground Lease as Exhibit M (the “MQ Phase II Premises”).

Section 3.02 MQ Phase II Improvements.

In accordance with and subject to the Development Agreement and the Phase II Ground Lease, the Phase II Owner will develop and construct certain Improvements consistent with the Development Agreement, the Master Development Plan (as amended from time to time for MQ Phase II), the Development and Operations Plan (as amended from time to time for MQ Phase II) and a version of the MQ Phase II Premises development plan marking such Improvements to be attached to this Lease upon the execution and delivery of the Phase II Ground Lease as Exhibit N ("MQ Phase II"). Upon the commencement of construction of the MQ Phase II Improvements, Tenant shall attach a copy of the guaranteed maximum price schedule for the construction of the MQ Phase II Improvements to Schedule F (the "MQ Phase II GMP")

Section 3.03 MQ Phase II Lease.

In accordance with the Development Agreement, the Development and Operations Plan and the Phase II Ground Lease, and simultaneously with the execution and delivery of the Phase II Ground Lease, the Phase II Owner will lease MQ Phase II to the Landlord (as a tenant) pursuant to that certain Mosaic Quarter Phase II Lease (in form and content substantially similar to the Phase I Lease) which will be attached to this Lease upon its execution and delivery as Exhibit O (the "Phase II Lease").

Section 3.04 MQ Phase II Sublease.

In accordance with the Development Agreement, the Development and Operations Plan and the Phase II Lease, simultaneously with the execution and delivery of the Phase II Ground Lease and the Phase II Lease, Landlord (as sublessor) will lease MQ Phase I to MQD Phase II Operations LLC, a to-be-formed affiliate of Tenant (the "Phase II Operator"), pursuant to that certain Mosaic Quarter Phase II Sublease (in form and content substantially similar to the Phase I Sublease) which will be attached to this Lease upon its execution and delivery as Exhibit P (the "Phase II Sublease").

Section 3.05 Phase II Direction Letters.

The parties to the Phase II Ground Lease, the Phase II Lease and the Phase II Sublease will execute and deliver, simultaneously with the closing of the MQ Phase II Financing, into the direction letters set forth below in order to implement the treatment of MQ Phase II cash flows through the Phase II Ground Lease, the Phase II Lease and the Phase II Sublease in a manner that complies with the Development Agreement and the Development and Operations Plan to distribute Landlord fifty-five percent (55%) of the net cash flows generated by MQ Phase II.

- (a) In conjunction and in accordance with the Phase II Ground Lease, Tenant (as landlord under the Phase II Ground Lease), Phase II Owner and the Lender will issue a jointly executed directive to the Securitization Trustee under the Phase II Mortgage, the purpose of which is to govern the treatment and distribution of payments between the Tenant and Phase II Owner under the Phase II Ground Lease, a copy of which will be attached to this Lease upon the execution and delivery of the Phase II Ground Lease as Exhibit Q (the "Phase II Ground Lease Direction Letter"). The fees charged by the Securitization Trustee for providing its services under the Phase II Ground Lease Direction Letter shall be borne solely by Tenant.
- (b) In conjunction with and in accordance with the Phase II Lease, the Phase II Owner, Landlord (as tenant under the Phase II Lease) and the Lender will issue a jointly executed directive to the Securitization Trustee governing the treatment and distribution of payments between the Phase II Owner and Landlord under the Phase II Lease, a copy of which will be attached to this Lease upon the execution and delivery of the Phase II Lease as Exhibit R (the "Phase II Lease Direction Letter"). The fees charged by the Securitization Trustee for providing its services under the Phase II Lease Direction Letter shall be borne solely by Tenant.
- (c) In conjunction with and in accordance with the Phase II Sublease, Landlord (as sublandlord under the Phase I Sublease), Phase II Operator and the Lender will issue a jointly executed directive to the

Securitization Trustee governing the treatment and distribution of payments between the Phase II Operator and Landlord under the Phase II Sublease, a copy of which will be attached to this Lease upon the execution and delivery of the Phase II Sublease as Exhibit S (the “Phase II Sublease Direction Letter”). The fees charged by the Securitization Trustee for providing its services under the Phase II Sublease Direction Letter shall be borne solely by Tenant.

ARTICLE IV. DEVELOPMENT OF MQ PHASE III

Section 4.01 Ground Lease of MQ Phase III Premises.

In accordance with the provisions of Section 1.05 of this Agreement, subject to the terms, provisions and conditions of Article IV, Article V and Article VI of the Development Agreement, Tenant will enter into that certain Mosaic Quarter Phase III Ground Lease (in form and content substantially similar to the Phase I Ground Lease) to be, when executed and delivered in compliance with the Development Agreement, attached to this Lease as Exhibit T (the “Phase III Ground Lease”) with MQD Phase III LLC, a to-be-formed affiliate of Tenant (the “Phase III Owner”). The Phase III Ground Lease will accomplish the leasing of that certain portion of the Premises more particularly described in the Phase III Ground Lease and marked on an upcoming version of the Master Development Plan to be attached to this Lease upon the execution and delivery of the Phase III Ground Lease as Exhibit U (the “MQ Phase III Premises”).

Section 4.02 MQ Phase III Improvements.

In accordance with and subject to the Development Agreement and the Phase III Ground Lease, the Phase III Owner will develop and construct certain Improvements consistent with the Development Agreement, the Master Development Plan (as amended from time to time for MQ Phase III), the Development and Operations Plan (as amended from time to time for MQ Phase III) and a version of the MQ Phase III Premises development plan marking such Improvements to be attached to this Lease upon the execution and delivery of the Phase III Ground Lease as Exhibit V (“MQ Phase III”). Upon the commencement of construction of the MQ Phase III Improvements, Tenant shall attach a copy of the guaranteed maximum price schedule for the construction of the MQ Phase III Improvements to Schedule G (the “MQ Phase III GMP”).

Section 4.03 MQ Phase III Lease.

In accordance with the Development Agreement, the Development and Operations Plan and the Phase II Ground Lease, and simultaneously with the execution and delivery of the Phase II Ground Lease, the Phase III Owner will lease MQ Phase III to the Landlord (as a tenant) pursuant to that certain Mosaic Quarter Phase III Lease (in form and content substantially similar to the Phase I Lease) which will be attached to this Lease upon its execution and delivery as Exhibit W (the “Phase III Lease”).

Section 4.04 MQ Phase III Sublease.

In accordance with the Development Agreement, the Development and Operations Plan and the Phase III Lease, simultaneously with the execution and delivery of the Phase III Ground Lease and the Phase III Lease, Landlord (as sublessor) will lease MQ Phase I to MQD Phase III Operations LLC, a to-be-formed affiliate of Tenant (the “Phase III Operator”), pursuant to that certain Mosaic Quarter Phase III Sublease (in form and content substantially similar to the Phase I Sublease) which will be attached to this Lease upon its execution and delivery as Exhibit X (the “Phase III Sublease”).

Section 4.05 Phase III Direction Letters.

The parties to the Phase III Ground Lease, the Phase III Lease and the Phase III Sublease will execute and deliver, simultaneously with the closing of the MQ Phase III Financing, the direction letters set forth below in order to implement the treatment of MQ Phase III cash flows through the Phase III Ground Lease, the Phase III Lease and the Phase III Sublease in a manner that complies with the Development Agreement and the Development and

Operations Plan to distribute Landlord fifty-five percent (55%) of the net cash flows generated by MQ Phase III.

- (a) In conjunction and in accordance with the Phase III Ground Lease, Tenant (as landlord under the Phase III Ground Lease), Phase III Owner and the Lender will issue a jointly executed directive to the Securitization Trustee under the Phase III Mortgage, the purpose of which is to govern the treatment and distribution of payments between the Tenant and Phase III Owner under the Phase III Ground Lease, a copy of which will be attached to this Lease upon the execution and delivery of the Phase III Ground Lease as Exhibit Y (the "Phase III Ground Lease Direction Letter"). The fees charged by the Securitization Trustee for providing its services under the Phase III Ground Lease Direction Letter shall be borne solely by Tenant.
- (b) In conjunction with and in accordance with the Phase III Lease, the Phase III Owner, Landlord (as tenant under the Phase III Lease) and the Lender will issue a jointly executed directive to the Securitization Trustee governing the treatment and distribution of payments between the Phase III Owner and Landlord under the Phase III Lease, a copy of which will be attached to this Lease upon the execution and delivery of the Phase III Lease as Exhibit Z (the "Phase III Lease Direction Letter"). The fees charged by the Securitization Trustee for providing its services under the Phase II Lease Direction Letter shall be borne solely by Tenant.
- (c) In conjunction with and in accordance with the Phase III Sublease, Landlord (as sublandlord under the Phase III Sublease), Phase III Operator and the Lender will issue a jointly executed directive to the Securitization Trustee governing the treatment and distribution of payments between the Phase III Operator and Landlord under the Phase III Sublease, a copy of which will be attached to this Lease upon the execution and delivery of the Phase III Sublease as Exhibit AA (the "Phase III Sublease Direction Letter"). The fees charged by the Securitization Trustee for providing its services under the Phase III Sublease Direction Letter shall be borne solely by Tenant.

ARTICLE V. PHASE I RENT

Section 5.01 Tenant Phase I Account.

Simultaneously with the closing of the MQ Phase I Financing and in accordance with the Master Ground Lease Phase I Direction Letter, Tenant shall establish a deposit account (the "Tenant Phase I Account") with the Securitization Trustee pursuant to the Phase I Mortgage. If there are any fees charged by the Securitization Trustee for the establishment or maintenance of the Tenant Phase I Account that are in addition to the fees charged by the Securitization Trustee for providing its services under the Master Ground Lease Phase I Direction Letter, such fees shall be borne solely by Tenant.

Section 5.02 Landlord Account.

Simultaneously with the closing of the MQ Phase I Financing and in accordance with the Master Ground Lease Phase I Direction Letter, Landlord shall establish a deposit account (the "Landlord Account") with the Securitization Trustee that is separate and distinct from any other account maintained by Landlord with the Securitization Trustee. If there are any fees charged by the Securitization Trustee for the establishment or maintenance of the Landlord Account that are in addition to the fees charged by the Securitization Trustee for providing its services under the Master Ground Lease Phase I Direction Letter, such fees shall be borne solely by Tenant.

Section 5.03 Phase I Master Ground Lease Direction Letter.

Simultaneously with the closing of the MQ Phase I Financing, Tenant, Landlord, 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 BB (the "Master Ground Lease Phase I Direction Letter"). The fees charged by the Securitization Trustee for providing its services under the Master Ground Lease Phase I Direction Letter shall be borne solely by Tenant.

Section 5.04 Deposit of Phase I Ground Lease Proceeds.

In accordance with the Master Ground Lease Phase I Direction Letter, Tenant shall deposit to the Tenant Phase I Account one hundred percent (100%) of (A) Tenant Basic Rent (as defined in the Phase I Ground Lease) and (B) Phase I Tenant Basic Rent Deficiency Payments (as defined in the Phase I Ground Lease) received by Tenant under the Phase I Ground Lease within the Phase I Landlord Account (as defined in the Phase I Ground Lease) (the "Phase I Ground Lease Deposits"). Phase I Ground Lease Deposits shall be made by the Securitization Trustee on behalf of Tenant pursuant to the Master Ground Lease Phase I Direction Letter, via book transfer from the Phase I Landlord Account to the Tenant Phase I Account within five (5) Business Days of the receipt of any Phase I Ground Lease Payment (as defined below). In accordance with the Master Ground Lease Phase I Direction Letter, the Securitization Trustee will provide written notice to Landlord, Tenant and the Lender of each transfer of Phase I Ground Lease Deposits to the Tenant Phase I Account within five (5) Business Days of the transfer thereof (each a "Phase I Ground Lease Deposit Notice"). The term "Phase I Ground Lease Payment" means the payment of any Tenant Basic Rent and/or Phase I Tenant Basic Rent Deficiency Payments made to the Phase I Landlord Account from the Phase I Tenant Account.

Section 5.05 Payment of Rent.

All rent due under this Article V (Phase I Ground Rent and Phase I Additional Rent, as each is hereinafter defined and together sometimes referred to in this Lease as "Phase I Rent") shall, in accordance with the Master Ground Lease Phase I Direction Letter, be paid by the Securitization Trustee on behalf of Tenant to Landlord in the form of a book transfer from the Tenant Phase I Account to the Landlord Account.

Section 5.06 Phase I Rent Payment Dates.

During the Initial Term, Phase I Ground Rent shall accrue until the commencement of the Primary Term (the "Accrued Initial Term Rent"), including the accrual of interest (calculated on the basis of a three hundred sixty-five (365) day year) at the rate of interest stated in the promissory note evidencing the MQ Phase I Financing ("Initial Term Interest"). Initial Term Interest shall accrue during the Initial Term and shall cease accruing on the first Phase I Rent Payment Date. During the Primary Term, Phase I Rent shall be paid annually, in arrears, no later than July 31 of each calendar year during the Primary Term not later than 2:00 PM (New York City time) (each a "Phase I Rent Payment Date"). On each Phase I Rent Payment Date Tenant shall pay, in addition to currently due and owing Phase I Rent, an amount equal to ten percent (10%) of the sum calculated by adding (a) the Accrued Initial Term Rent, plus (b) the Initial Term Interest accrued and unpaid as of each such Phase I Rent Payment Date (the "Initial Term Rent Repayment").

Section 5.07 Phase I Ground Rent.

On each Phase I Rent Payment Date, from Phase I Ground Lease Deposits available within the Tenant Account, Tenant shall first pay, in priority to Tenant Phase I Additional Rent, the amounts set forth on Schedule H to this Lease ("Phase I Ground Rent") and on any Phase I Rent Payment Date on which an Initial Term Rent Repayment is due and owing, such amount of Initial term Rent Repayment shall be included in the definition of Phase I Ground Rent) and any due and owing payment of Initial Term Rent Repayment, without demand therefore and without offset or deduction of any kinds whatsoever. If any Phase I Rent Payment Date falls on a day which is not a Business Day, the Phase I Ground 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) Phase I Ground Rent will be reduced by fifty percent (50%) upon the Final Completion (as defined in the Development Agreement) of MQ Phase II in order to apportion the original Phase I Ground Rent equally between MQ Phase I and MQ Phase II. Tenant will promptly provide written confirmation of the Final Completion of MQ Phase II to Landlord and the Lender (the "Phase II Completion Notice"). Upon issuance of the Phase II Completion Notice, Schedule H to this Lease shall be amended by Tenant to reflect a fifty percent (50%) reduction to Phase I Ground Rent from the date of Final Completion of MQ Phase II as set

forth in the Phase II Completion Notice to the end of the Term of this Lease (the “Phase II Ground Rent Reduction”). The Phase II Ground Rent Reduction shall have no impact whatsoever on any Phase I Ground Rent Deficiency Notices (as hereinafter defined) and their associated Phase I Ground Rent Memorandum Accounts (as hereinafter defined) and any amounts remaining to be paid on such Phase I Ground Rent Memorandum Accounts shall continue to be paid in accordance with the provisions of this Lease. Within ten (10) Business Days of the receipt of the Phase II Completion Notice, Tenant shall complete the amendment of Schedule H to reflect the Phase II Ground Rent Reduction and shall provide written Notice to Landlord, Lender and the Securitization Trustee consisting of the amended Schedule H. Unless and until Tenant provides the Phase II Completion Notice, for any Rent Payment Date the Phase I Ground Rent shall remain as reflected on the original version of Schedule H. In addition, Phase I Ground Rent will be reduced again upon the Final Completion of MQ Phase III in order to apportion the original Phase I Ground Rent equally between MQ Phase I, MQ Phase II and MQ Phase III. Tenant will provide Landlord, Lender and the Securitization Trustee with written confirmation of the Final Completion of MQ Phase III (the “Phase III Completion Notice”). Upon issuance of the Phase III Completion Notice, Schedule H to this Lease shall be amended by Tenant to reflect Phase I Ground Rent equal to one-third (1/3) of the original Phase I Ground Rent set forth on the original version of Schedule H from the date of Final Completion of MQ Phase III as set forth in the Phase III Completion Notice to the end of the Term of this Lease (the “Phase III Ground Rent Reduction”). The Phase III Ground Rent Reduction shall have no impact whatsoever on any Phase I Ground Rent Deficiency Notices and their associated Phase I Ground Rent Memorandum Accounts and any amounts remaining to be paid on such Phase I Ground Rent Memorandum Accounts shall continue to be paid in accordance with the provisions of this Lease. Within ten (10) Business Days of the receipt of the Phase III Completion Notice, Landlord shall complete the amendment of Schedule H to reflect the Phase III Ground Rent Reduction and shall provide written Notice to Landlord, Lender and the Securitization Trustee consisting of the amended Schedule H. Unless and until Tenant issues the Phase III Completion Notice, for any Phase I Rent Payment Date the Phase I Ground Rent shall remain as reflected on the most recent version of Schedule H.

- (b) On any Phase I Rent Payment Date, if the funds available within the Tenant Phase I Account are insufficient to pay in full the Phase I Ground Rent due and owing on such Phase I Rent Payment Date (a “Phase I Ground Rent Deficiency”), then pursuant to the Master Ground Lease Phase I Direction Letter the Securitization Trustee will provide written notice to Landlord, Tenant and Lender of such deficiency and its amount (a “Phase I Ground Rent Deficiency Notice”).
- (c) Upon receipt of a Phase I Ground Rent Deficiency Notice, Tenant shall cause its independent accounting firm to create a memorandum account reflected on Tenant’s books in the amount of such Phase I Ground Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Phase I Rate on the principal amount of such Phase I Ground Rent Deficiency (the “Phase I Ground Rent Memorandum Account”), with written Notice consisting of the Phase I Ground Rent Memorandum Account to be provided by Tenant to Landlord, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase I Ground Rent Deficiency Notice. If following the issuance of the initial Phase I Ground Rent Deficiency Notice any further Phase I Ground Rent Deficiency Notices are issued by the Securitization Trustee, Tenant shall cause its independent accounting firm to create separate Phase I Ground Rent Memorandum Accounts for each such Phase I Ground Rent Deficiency and Tenant shall provide the written Notice required by this Section 5.07(c).
- (d) With each subsequent Phase I Ground Lease Deposit following the issuance of a Phase I Ground Rent Deficiency Notice and if there remains an unpaid Phase I Ground Rent Memorandum Account, Tenant shall provide Landlord, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase I Ground Rent Memorandum Account as prepared for Tenant by its independent accounting firm. The delivery of such reconciled Phase I Ground Rent Memorandum

Accounts shall be provided by Tenant simultaneously with each subsequent Phase I Ground Lease Deposit until all Phase I Ground Rent Memorandum Accounts are paid in full.

- (e) On each Phase I Rent Payment Date following the issuance of a Phase I Ground Rent Deficiency Notice and if there exists an unpaid Phase I Ground Rent Memorandum Account, to the extent that currently due Phase I Ground Rent has been paid in full, if there remain Phase I Ground Lease Deposit proceeds, the Securitization Trustee will, pursuant to the Master Ground Lease Phase I Direction Letter, use any such remaining Phase I Ground Lease Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase I Ground Rent Memorandum Accounts (a "Phase I Ground Rent Deficiency Payment").
- (f) On each Phase I Rent Payment Date following the issuance of a Phase I Ground Rent Deficiency Notice, unless and until all existing Phase I Ground Rent Memorandum Accounts are paid in full pursuant to Phase I Ground Rent Deficiency Payments, pursuant to the Master Ground Lease Phase I Direction Letter the Securitization Trustee will continue to make Phase I Ground Rent Deficiency Payments after all currently due Phase I Ground Rent has been paid on such Rent Payment Date and the Securitization Trustee will not make payment of Phase I Additional Rent or on any Phase I Tenant Additional Rent Memorandum Accounts.

Section 5.08 Phase I Additional Rent.

On any Phase I Rent Payment Date, from excess Phase I Ground Lease Deposits available in the Tenant Phase I Account after payment of current Phase I Ground Rent and any outstanding Phase I Ground Rent Memorandum Accounts, Tenant shall pay from such remaining Phase I Ground Lease Deposit proceeds, if due and owing, all taxes, costs, expenses and amounts which Tenant is required to pay pursuant to this Lease, 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 Phase I Ground Rent Deficiency Payments on Phase I Ground Rent Memorandum Accounts or Phase I Additional Rent Deficiency Payments on Phase I Additional Rent Memorandum Accounts (collectively, "Phase I Additional Rent"), without demand therefore and without offset or deduction of any kind whatsoever. If any Phase I Rent Payment Date falls on a day which is not a Business Day, the Phase I 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.

- (a) On any Phase I Rent Payment Date, if the funds available within the Tenant Phase I Account are insufficient to pay in full the Phase I Additional Rent due and owing on such Phase I Rent Payment Date (a "Phase I Additional Rent Deficiency"), then pursuant to the Master Ground Lease Phase I Direction Letter the Securitization Trustee will provide written notice to Landlord, Lender and the Securitization Trustee of such deficiency and its amount (a "Phase I Additional Rent Deficiency Notice").
- (b) Upon receipt of a Phase I Additional Rent Deficiency Notice, Tenant shall cause its independent accounting firm to create a memorandum account on Tenant's books in the amount of such Phase I Additional Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Phase I Rate on the principal amount of such Phase I Additional Rent Deficiency (the "Phase I Additional Rent Memorandum Account"), with written Notice consisting of the Phase I Additional Rent Memorandum Account to be provided by Tenant to Landlord, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase I Additional Rent Deficiency Notice. If following the issuance of the initial Phase I Additional Rent Deficiency Notice any further Phase I Additional Rent Deficiency Notices are issued by the Securitization Trustee, Tenant shall cause its independent accounting firm to create separate Phase I Tenant Additional Rent Memorandum Accounts for each such Phase I Additional Rent Deficiency and shall provide the written Notice required by this Section 5.08(b).

- (c) With each subsequent Phase I Ground Lease Deposit following the issuance of a Phase I Additional Rent Deficiency Notice there remains an unpaid Phase I Additional Rent Memorandum Account, Tenant shall provide Landlord, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase I Additional Rent Memorandum Account as prepared for Tenant by its independent accounting firm. The delivery of such reconciled Phase I Additional Memorandum Accounts shall be provided by Tenant simultaneously with each subsequent Phase I Ground Lease Deposit until all Phase I Additional Rent Memorandum Accounts are paid in full.
- (d) On each Phase I 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 Phase I Ground Rent, (B) all outstanding Phase I Ground Rent Memorandum Accounts, and (C) currently due Phase I Additional Rent have been paid in full, if there remain Phase I Ground Lease Deposit proceeds, the Securitization Trustee will, pursuant to the Master Ground Lease Phase I Direction Letter, use any such remaining Phase I Ground Lease Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase I Additional Rent Memorandum Accounts (a "Phase I Additional Rent Deficiency Payment").
- (e) On each Phase I 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 Master Ground Lease Phase I Direction Letter the Securitization Trustee will continue to make Phase I Additional Rent Deficiency Payments after all currently due Phase I Ground Rent and Phase I Additional Rent have been paid on such Rent Payment Date.

Section 5.09 Phase I Rate.

Tenant shall pay to Landlord interest at a rate set forth on Schedule I to this Lease (the "Phase I Rate") which is equal to the default rate of interest per annum on Phase I Owner's financing of MQ Phase I (the "MQ Phase I Financing") from the Lender, which is secured by a first mortgage lien on Phase I Owner's interest in MQ Phase I (together with all other documents evidencing and securing such financing, the "Phase I Mortgage") (but in no event shall the Phase I Rate exceed the maximum amount permitted by law), on all overdue Phase I Ground Rent and/or Phase I Additional Rent (as reflected on Phase I Ground Rent Memorandum Accounts and Phase I Additional Rent Memorandum Accounts) from the Phase I Rent Payment Date on which such Phase I Ground Rent or Phase I Additional Rent, as applicable, were due until paid. Tenant shall perform all its obligations under this Lease at its sole cost and expense and shall pay all Phase I Ground Rent and Phase I Additional Rent and any other sum due hereunder when due and payable, without offset, notice or demand.

ARTICLE VI. PHASE II RENT

Section 6.01 Tenant Phase II Account.

Simultaneously with the closing of the MQ Phase II Financing and in accordance with the Phase II Master Ground Lease Direction Letter, Tenant shall establish a deposit account (the "Tenant Phase II Account") with the Securitization Trustee pursuant to the Phase II Mortgage. If there are any fees charged by the Securitization Trustee for the establishment or maintenance of the Tenant Phase II Account that are in addition to the fees charged by the Securitization Trustee for providing its services under the Master Ground Lease Phase II Direction Letter, such fees shall be borne solely by Tenant.

Section 6.02 Phase II Master Ground Lease Direction Letter.

Simultaneously with the execution and delivery of Phase II Ground Lease, Tenant, Landlord, Securitization Trustee and Lender shall execute and deliver a letter directive to the Securitization Trustee, a copy of which will be attached

to this Lease upon the execution and delivery of the Phase II Ground Lease as Exhibit CC (the “Master Ground Lease Phase II Direction Letter”). The fees charged by the Securitization Trustee for providing its services under the Master Ground Lease Phase II Direction Letter shall be borne solely by Tenant.

Section 6.03 Deposit of Phase II Ground Lease Proceeds.

In accordance with the Master Ground Lease Phase II Direction Letter, Tenant shall deposit to the Tenant Phase II Account one hundred percent (100%) of (A) Phase II Tenant Basic Rent (as will be defined in the Phase II Ground Lease) and (B) Phase II Tenant Basic Rent Deficiency Payments (as will be defined in the Phase II Ground Lease) received by Tenant under the Phase II Ground Lease within the Phase II Landlord Account (as will be defined in the Phase II Ground Lease) (the “Phase II Ground Lease Deposits”). Phase II Ground Lease Deposits shall be made by the Securitization Trustee on behalf of Tenant pursuant to the Master Ground Lease Phase II Direction Letter, via book transfer from the Phase II Landlord Account to the Tenant Phase II Account within five (5) Business Days of the receipt of any Phase II Ground Lease Payment (as defined below). In accordance with the Master Ground Lease Phase II Direction Letter, the Securitization Trustee will provide written notice to Landlord, Tenant and the Lender of each transfer of Phase II Ground Lease Deposits to the Tenant Phase II Account within five (5) Business Days of the transfer thereof (each a “Phase II Ground Lease Deposit Notice”). The term “Phase II Ground Lease Payment” means the payment of any Phase II Tenant Basic Rent and/or Phase II Tenant Basic Rent Deficiency Payments made to the Phase II Landlord Account from the Phase II Tenant Account.

Section 6.04 Payment of Phase II Rent.

All rent due under this Article VI (Phase II Ground Rent and Phase II Additional Rent, as each is hereinafter defined and together sometimes referred to in this Lease as “Phase II Rent”) shall, in accordance with the Master Ground Lease Phase II Direction Letter, be paid by the Securitization Trustee on behalf of Tenant to Landlord in the form of a book transfer from the Tenant Phase II Account to the Landlord Account.

Section 6.05 Phase II Rent Payment Dates.

Phase II Rent shall be paid annually, in arrears, no later than the dates set forth for each calendar year on Schedule G to this Lease during the Phase II Primary Term not later than 2:00 PM (New York City time) (each a “Phase II Rent Payment Date”).

Section 6.06 Phase II Ground Rent.

On each Phase II Rent Payment Date, from Phase II Ground Lease Deposits available within the Tenant Phase II Account, Tenant shall first pay, in priority to Phase II Additional Rent, the amounts to be set forth on Schedule J to this Lease upon the execution and delivery of the Phase II Ground Lease (“Phase II Ground Rent”), with the amount for each Rent Payment Date equal to fifty percent (50%) of the Phase I Ground Rent originally set forth on Schedule J to this Lease, without demand therefore and without offset or deduction of any kinds whatsoever. If any Phase II Rent Payment Date falls on a day which is not a Business Day, the Phase II Ground 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) Phase II Ground Rent will be reduced to an amount equal to one-third (1/3) of the original amount of Phase I Ground Rent (the “Reduced Amount”) set forth on Schedule J to this Lease upon the Final Completion of MQ Phase III. Tenant will promptly provide written confirmation of the Final Completion of MQ Phase III to Landlord and the Lender (the “Phase III Completion Notice”). Upon issuance of the Phase III Completion Notice, Schedule J to this Lease shall be amended by Tenant to reflect the Phase III Ground Rent Reduction. The Phase III Ground Rent Reduction shall have no impact whatsoever on any Phase II Ground Rent Deficiency Notices (as hereinafter defined) and their associated Phase II Ground Rent Memorandum Accounts (as hereinafter defined) and any amounts remaining to be paid on such Phase II Ground Rent Memorandum Accounts shall continue to be paid in accordance with the provisions of this Lease. Within ten (10) Business Days of the receipt of the Phase III Completion Notice, Tenant shall

complete the amendment of Schedule J to reflect the Phase III Ground Rent Reduction and shall provide written Notice to Landlord, Lender and the Securitization Trustee consisting of the amended Schedule J. Unless and until Tenant provides the Phase III Completion Notice, for any Phase II Rent Payment Date the Phase II Ground Rent shall remain as reflected on the original version of Schedule J.

- (b) On any Phase II Rent Payment Date, if the funds available within the Phase II Tenant Account are insufficient to pay in full the Phase II Ground Rent due and owing on such Phase I Rent Payment Date (a “Phase II Ground Rent Deficiency”), then pursuant to the Master Ground Lease Phase II Direction Letter the Securitization Trustee will provide written notice to Landlord, Tenant and Lender of such deficiency and its amount (a “Phase II Ground Rent Deficiency Notice”).
- (c) Upon receipt of a Phase II Ground Rent Deficiency Notice, Tenant shall cause its independent accounting firm to create a memorandum account on Tenant’s books in the amount of such Phase II Ground Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Phase II Rate on the principal amount of such Phase II Ground Rent Deficiency (the “Phase II Ground Rent Memorandum Account”), with written Notice consisting of the Phase II Ground Rent Memorandum Account to be provided by Tenant to Landlord, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase II Ground Rent Deficiency Notice. If following the issuance of the initial Phase II Ground Rent Deficiency Notice any further Phase II Ground Rent Deficiency Notices are issued by the Securitization Trustee, Tenant shall cause its independent accounting firm to create separate Phase II Ground Rent Memorandum Accounts for each such Phase II Ground Rent Deficiency and shall provide the written Notice required by this Section 6.06(c).
- (d) With each subsequent Phase II Ground Lease Deposit following the issuance of a Phase II Ground Rent Deficiency Notice and if there remains an unpaid Phase II Ground Rent Memorandum Account, Tenant shall provide Landlord, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase II Ground Rent Memorandum Account as prepared by Tenant’s independent accounting firm. The delivery of such reconciled Phase II Ground Rent Memorandum Accounts shall be provided by Tenant simultaneously with each subsequent Phase II Ground Lease Deposit until all Phase II Ground Rent Memorandum Accounts are paid in full.
- (e) On each Phase II Rent Payment Date following the issuance of a Phase II Ground Rent Deficiency Notice and if there exists an unpaid Phase II Ground Rent Memorandum Account, to the extent that currently due Phase II Ground Rent has been paid in full, if there remain Phase II Ground Lease Deposit proceeds, the Securitization Trustee will, pursuant to the Master Ground Lease Phase II Direction Letter, use any such remaining Phase II Ground Lease Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase II Ground Rent Memorandum Accounts (a “Phase II Ground Rent Deficiency Payment”).
- (f) On each Phase II Rent Payment Date following the issuance of a Phase II Ground Rent Deficiency Notice, unless and until all existing Phase II Ground Rent Memorandum Accounts are paid in full pursuant to Phase II Ground Rent Deficiency Payments, pursuant to the Master Ground Lease Phase II Direction Letter the Securitization Trustee will continue to make Phase II Ground Rent Deficiency Payments after all currently due Phase II Ground Rent has been paid on such Rent Payment Date and the Securitization Trustee will not make payment of Phase II Additional Rent or on any Phase II Additional Rent Memorandum Accounts.

Section 6.07 Phase II Additional Rent.

On any Phase II Rent Payment Date, from excess Phase II Ground Lease Deposits available in the Tenant Account after payment of current Phase II Ground Rent and any outstanding Phase II Ground Rent Memorandum Accounts,

Tenant shall pay from such remaining Phase II Ground Lease Deposit proceeds, if due and owing, all taxes, costs, expenses and amounts which Tenant is required to pay pursuant to this Lease, 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 Phase II Ground Rent Deficiency Payments on Phase II Ground Rent Memorandum Accounts or Phase II Additional Rent Deficiency Payments on Phase II Additional Rent Memorandum Accounts (collectively, "Phase II Additional Rent"), without demand therefore and without offset or deduction of any kind whatsoever. If any Phase II Rent Payment Date falls on a day which is not a Business Day, the Phase II 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.

- (a) On any Phase II Rent Payment Date, if the funds available within the Tenant Account are insufficient to pay in full the Phase II Additional Rent due and owing on such Phase II Rent Payment Date (a "Phase II Additional Rent Deficiency"), then pursuant to the Master Ground Lease Phase II Direction Letter the Securitization Trustee will provide written notice to Landlord, Lender and the Securitization Trustee of such deficiency and its amount (a "Phase II Additional Rent Deficiency Notice").
- (b) Upon receipt of a Phase II Additional Rent Deficiency Notice, Tenant shall cause its independent accounting firm to create a memorandum account on Tenant's books in the amount of such Phase II Additional Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Phase II Rate on the principal amount of such Phase II Additional Rent Deficiency (the "Phase II Additional Rent Memorandum Account"), with written Notice consisting of the Phase II Additional Rent Memorandum Account to be provided by Tenant to Landlord, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase II Additional Rent Deficiency Notice. If following the issuance of the initial Phase II Additional Rent Deficiency Notice any further Phase II Additional Rent Deficiency Notices are issued by the Securitization Trustee, Tenant shall cause its independent accounting firm to create separate Phase II Additional Rent Memorandum Accounts for each such Phase II Additional Rent Deficiency and shall provide the written Notice required by this Section 6.06(b).
- (c) With each subsequent Phase II Ground Lease Deposit following the issuance of a Phase II Additional Rent Deficiency Notice there remains an unpaid Phase II Additional Rent Memorandum Account, Tenant shall provide Landlord, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase II Additional Rent Memorandum Account. The delivery of such reconciled Phase II Additional Rent Memorandum Accounts shall be provided by Tenant simultaneously with each subsequent Phase II Ground Lease Deposit until all Phase II Additional Rent Memorandum Accounts are paid in full.
- (d) On each Phase II Rent Payment Date following the issuance of a Phase II Additional Rent Deficiency Notice and if there exists an unpaid Phase II Additional Rent Memorandum Account, to the extent that each of (A) currently due Phase II Ground Rent, (B) all outstanding Phase II Ground Rent Memorandum Accounts, and (C) currently due Phase II Additional Rent have been paid in full, if there remain Phase II Ground Lease Deposit proceeds, the Securitization Trustee will, pursuant to the Master Ground Lease Phase II Direction Letter, use any such remaining Phase II Ground Lease Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase II Additional Rent Memorandum Accounts (a "Phase II Additional Rent Deficiency Payment").
- (e) On each Phase II Rent Payment Date following the issuance of a Phase II Additional Rent Deficiency Notice, unless and until all existing Phase II Additional Rent Memorandum Accounts are paid in full pursuant to Phase II Additional Rent Deficiency Payments, pursuant to the Master Ground Lease Phase II Direction Letter the Securitization Trustee will continue to make Phase II Additional Rent Deficiency Payments after all currently due Phase II Ground Rent and Phase II Additional Rent have been paid on

such Phase II Rent Payment Date.

Section 6.08 Phase II Rate.

Tenant shall pay to Landlord interest at a rate set forth on Schedule K to this Lease (the “Phase II Rate”) which is equal to the default rate of interest per annum on Phase II Owner’s financing of MQ Phase II (the “MQ Phase II Financing”) from the Lender, which is secured by a first mortgage lien on Phase II Owner’s interest in MQ Phase II (together with all other documents evidencing and securing such financing, the “Phase II Mortgage”) (but in no event shall the Phase II Rate exceed the maximum amount permitted by law), on all overdue Phase II Ground Rent and/or Phase II Additional Rent (as reflected on Phase II Ground Rent Memorandum Accounts and Phase II Additional Rent Memorandum Accounts) from the Phase II Rent Payment Date on which such Phase II Ground Rent or Phase II Additional Rent, as applicable, was due until paid. Tenant shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Phase II Ground Rent and Phase II Additional Rent and any other sum due hereunder when due and payable, without offset, notice or demand.

ARTICLE VII. PHASE III RENT

Section 7.01 Tenant Phase III Account.

Simultaneously with the closing of the MQ Phase III Financing and in accordance with the Master Ground Lease Phase III Direction Letter, Tenant shall establish a deposit account (the “Tenant Phase II Account”) with the Securitization Trustee pursuant to the Phase III Mortgage. If there are any fees charged by the Securitization Trustee for the establishment or maintenance of the Tenant Phase III Account that are in addition to the fees charged by the Securitization Trustee for providing its services under the Master Ground Lease Phase III Direction Letter, such fees shall be borne solely by Tenant.

Section 7.02 Phase III Master Ground Lease Direction Letter.

Simultaneously with the execution and delivery of Phase III Ground Lease, Tenant, Landlord, Securitization Trustee and Lender shall execute and deliver a letter directive to the Securitization Trustee, a copy of which will be attached to this Lease upon the execution and delivery of the Phase III Ground Lease as Exhibit DD (the “Master Ground Lease Phase III Direction Letter”). The fees charged by the Securitization Trustee for providing its services under the Master Ground Lease Phase III Direction Letter shall be borne solely by Tenant.

Section 7.03 Deposit of Phase III Ground Lease Proceeds.

In accordance with the Master Ground Lease Phase III Direction Letter, Tenant shall deposit to the Tenant Phase III Account one hundred percent (100%) of (A) Phase III Tenant Basic Rent (as will be defined in the Phase III Ground Lease) and (B) Phase III Tenant Basic Rent Deficiency Payments (as will be defined in the Phase III Ground Lease) received by Tenant under the Phase III Ground Lease within the Phase III Landlord Account (as will be defined in the Phase III Ground Lease) (the “Phase III Ground Lease Deposits”). Phase III Ground Lease Deposits shall be made by the Securitization Trustee on behalf of Tenant pursuant to the Master Ground Lease Phase III Direction Letter, via book transfer from the Phase III Landlord Account to the Tenant Phase III Account within five (5) Business Days of the receipt of any Phase III Ground Lease Payment (as defined below). In accordance with the Master Ground Lease Phase III Direction Letter, the Securitization Trustee will provide written notice to Landlord, Tenant and the Lender of each transfer of Phase III Ground Lease Deposits to the Tenant Phase III Account within five (5) Business Days of the transfer thereof (each a “Phase III Ground Lease Deposit Notice”). The term “Phase III Ground Lease Payment” means the payment of any Phase III Tenant Basic Rent and/or Phase III Tenant Basic Rent Deficiency Payments made to the Phase III Landlord Account from the Phase III Tenant Account.

Section 7.04 Payment of Phase III Rent.

All rent due under this Article VII (Phase III Ground Rent and Phase III Additional Rent, as each is hereinafter

defined and together sometimes referred to in this Lease as “Phase III Rent”) shall, in accordance with the Master Ground Lease Phase III Direction Letter, be paid by the Securitization Trustee on behalf of Tenant to Landlord in the form of a book transfer from the Tenant Phase III Account to the Landlord Account.

Section 7.05 Phase III Rent Payment Dates.

Phase III Rent shall be paid annually, in arrears, no later than the dates set forth for each calendar year on Schedule L to this Lease during the Phase III Primary Term not later than 2:00 PM (New York City time) (each a “Phase III Rent Payment Date”).

Section 7.06 Phase III Ground Rent.

On each Phase III Rent Payment Date, from Phase III Ground Lease Deposits available within the Tenant Phase III Account, Tenant shall first pay, in priority to Phase III Additional Rent, the amounts to be set forth on Schedule L to this Lease upon the execution and delivery of the Phase III Ground Lease (“Phase III Ground Rent”), with the amount for each Phase III Rent Payment Date equal to one-third (1/3) of the Phase I Ground Rent originally set forth on Schedule L to this Lease, without demand therefore and without offset or deduction of any kinds whatsoever. If any Phase III Rent Payment Date falls on a day which is not a Business Day, the Phase III Ground 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) On any Phase III Rent Payment Date, if the funds available within the Tenant Phase III Account are insufficient to pay in full the Phase III Ground Rent due and owing on such Phase III Rent Payment Date (a “Phase III Ground Rent Deficiency”), then pursuant to the Master Ground Lease Phase III Direction Letter the Securitization Trustee will provide written notice to Landlord, Tenant and Lender of such deficiency and its amount (a “Phase III Ground Rent Deficiency Notice”).
- (b) Upon receipt of a Phase III Ground Rent Deficiency Notice, Tenant shall cause its independent accounting firm to create a memorandum account on Tenant’s books in the amount of such Phase III Ground Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Phase III Rate on the principal amount of such Phase III Ground Rent Deficiency (the “Phase III Ground Rent Memorandum Account”), with written Notice consisting of the Phase III Ground Rent Memorandum Account to be provided by Tenant to Landlord, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase III Ground Rent Deficiency Notice. If following the issuance of the initial Phase III Ground Rent Deficiency Notice any further Phase III Ground Rent Deficiency Notices are issued by the Securitization Trustee, Tenant shall cause its independent accounting firm to create separate Phase III Ground Rent Memorandum Accounts for each such Phase III Ground Rent Deficiency and shall provide the written Notice required by this Section 7.06(c).
- (c) With each subsequent Phase III Ground Lease Deposit following the issuance of a Phase III Ground Rent Deficiency Notice and if there remains an unpaid Phase III Ground Rent Memorandum Account, Tenant shall provide Landlord, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase III Ground Rent Memorandum Account as prepared for tenant by its independent accounting firm. The delivery of such reconciled Phase III Ground Rent Memorandum Accounts shall be provided by Tenant simultaneously with each subsequent Phase III Ground Lease Deposit until all Phase III Ground Rent Memorandum Accounts are paid in full.
- (d) On each Phase III Rent Payment Date following the issuance of a Phase III Ground Rent Deficiency Notice and if there exists an unpaid Phase III Ground Rent Memorandum Account, to the extent that currently due Phase III Ground Rent has been paid in full, if there remain Phase III Ground Lease Deposit proceeds, the Securitization Trustee will, pursuant to the Master Ground Lease Phase III Direction Letter, use any such remaining Phase III Ground Lease Deposit proceeds (or portion thereof, as applicable) to make partial

or complete payment on any outstanding Phase III Ground Rent Memorandum Accounts (a "Phase III Ground Rent Deficiency Payment").

- (e) On each Phase III Rent Payment Date following the issuance of a Phase III Ground Rent Deficiency Notice, unless and until all existing Phase III Ground Rent Memorandum Accounts are paid in full pursuant to Phase III Ground Rent Deficiency Payments, pursuant to the Master Ground Lease Phase III Direction Letter the Securitization Trustee will continue to make Phase III Ground Rent Deficiency Payments after all currently due Phase III Ground Rent has been paid on such Rent Payment Date and the Securitization Trustee will not make payment of Phase III Additional Rent or on any Phase III Additional Rent Memorandum Accounts.

Section 7.07 Phase III Additional Rent.

On any Phase III Rent Payment Date, from excess Phase III Ground Lease Deposits available in the Tenant Phase III Account after payment of current Phase III Ground Rent and any outstanding Phase III Ground Rent Memorandum Accounts, Tenant shall pay from such remaining Phase III Ground Lease Deposit proceeds, if due and owing, all taxes, costs, expenses and amounts which Tenant is required to pay pursuant to this Lease, 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 Phase III Ground Rent Deficiency Payments on Phase III Ground Rent Memorandum Accounts or Phase III Additional Rent Deficiency Payments on Phase III Additional Rent Memorandum Accounts (collectively, "Phase III Additional Rent"), without demand therefore and without offset or deduction of any kind whatsoever. If any Phase III Rent Payment Date falls on a day which is not a Business Day, the Phase III 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.

- (a) On any Phase III Rent Payment Date, if the funds available within the Tenant Phase III Account are insufficient to pay in full the Phase III Additional Rent due and owing on such Phase III Rent Payment Date (a "Phase III Additional Rent Deficiency"), then pursuant to the Master Ground Lease Phase III Direction Letter the Securitization Trustee will provide written notice to Landlord, Lender and the Securitization Trustee of such deficiency and its amount (a "Phase III Additional Rent Deficiency Notice").
- (b) Upon receipt of a Phase III Additional Rent Deficiency Notice, Tenant shall cause its independent accounting firm to create a memorandum account on Tenant's books in the amount of such Phase III Additional Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Phase III Rate on the principal amount of such Phase III Additional Rent Deficiency (the "Phase III Additional Rent Memorandum Account"), with written Notice consisting of the Phase III Additional Rent Memorandum Account to be provided by Tenant to Landlord, Lender and the Securitization Trustee within five (5) Business Days of the date of the Phase III Additional Rent Deficiency Notice. If following the issuance of the initial Phase III Additional Rent Deficiency Notice any further Phase III Additional Rent Deficiency Notices are issued by the Securitization Trustee, Tenant shall cause its independent accounting firm to create separate Phase III Additional Rent Memorandum Accounts for each such Phase III Additional Rent Deficiency and shall provide the written Notice required by this Section 7.07(b).
- (c) With each subsequent Phase III Ground Lease Deposit following the issuance of a Phase III Additional Rent Deficiency Notice there remains an unpaid Phase III Additional Rent Memorandum Account, Tenant shall provide Landlord, Lender and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase III Additional Rent Memorandum Account as prepared for Tenant by its independent accounting firm. The delivery of such reconciled Phase III Additional Rent Memorandum Accounts shall be provided by Tenant simultaneously with each subsequent Phase III Ground Lease Deposit until all Phase III Additional Rent Memorandum Accounts are paid in full.

- (d) On each Phase III Rent Payment Date following the issuance of a Phase III Additional Rent Deficiency Notice and if there exists an unpaid Phase III Additional Rent Memorandum Account, to the extent that each of (A) currently due Phase III Ground Rent, (B) all outstanding Phase III Ground Rent Memorandum Accounts, and (C) currently due Phase III Additional Rent have been paid in full, if there remain Phase III Ground Lease Deposit proceeds, the Securitization Trustee will, pursuant to the Master Ground Lease Phase III Direction Letter, use any such remaining Phase III Ground Lease Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase III Additional Rent Memorandum Accounts (a "Phase III Additional Rent Deficiency Payment").
- (e) On each Phase III Rent Payment Date following the issuance of a Phase III Additional Rent Deficiency Notice, unless and until all existing Phase III Additional Rent Memorandum Accounts are paid in full pursuant to Phase III Additional Rent Deficiency Payments, pursuant to the Master Ground Lease Phase III Direction Letter the Securitization Trustee will continue to make Phase III Additional Rent Deficiency Payments after all currently due Phase III Ground Rent and Phase III Additional Rent have been paid on such Phase III Rent Payment Date.

Section 7.08 Phase III Rate.

Tenant shall pay to Landlord interest at a rate set forth on Schedule M to this Lease (the "Phase III Rate") which is equal to the default rate of interest per annum on Phase III Owner's financing of MQ Phase III (the "MQ Phase III Financing") from the Lender, which is secured by a first mortgage lien on Phase III Owner's interest in MQ Phase III (together with all other documents evidencing and securing such financing, the "Phase III Mortgage") (but in no event shall the Phase III Rate exceed the maximum amount permitted by law), on all overdue Phase III Ground Rent and/or Phase III Additional Rent (as reflected on Phase III Ground Rent Memorandum Accounts and Phase III Additional Rent Memorandum Accounts) from the Phase III Rent Payment Date on which such Phase III Ground Rent or Phase III Additional Rent, as applicable, was due until paid. Tenant shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Phase III Ground Rent and Phase III Additional Rent and any other sum due hereunder when due and payable, without offset, notice or demand.

ARTICLE VIII. CONDEMNATION AND CASUALTY

Section 8.01 General Provisions.

- (a) Tenant may, at its expense, demolish any Improvements existing on the date hereof, make additions to and alterations of the Improvements and/or construct new or additional Improvements, and Tenant may remove and make substitutions and replacements for any Improvements, provided that (i) the fair market value of the Premises (considered as unimproved) shall not be lessened thereby, and (ii) such work shall be performed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies required to be maintained by Tenant hereunder. All such additions, alterations, substitutions and replacements shall be the property of Tenant. Tenant shall promptly pay all costs and expenses of each such addition, alteration, removal, substitution or replacement and shall discharge all liens filed against the Premises arising out of the same, provided that Tenant shall have no obligation to discharge any mechanic's, laborer's, materialmen's, supplier's or vendor's lien if payment is not yet due under the contract which is the foundation thereof or if Tenant is contesting such mechanic's, laborer's, materialmen's, supplier's or vendor's lien in accordance with the requirements of Section 1.11 of this Lease. Tenant shall procure and pay for all permits and licenses required in connection with any such addition, alteration, removal, substitution or replacement.
- (b) In the event that the construction of the Improvements is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Landlord shall, at Tenant's

request, cooperate with and assist Tenant in obtaining waivers or variances from such requirements and Landlord shall execute all documents evidencing Landlord's agreement to the elimination of such requirements. Landlord agrees that this Section 8.01(b) shall survive the termination of this Lease.

Section 8.02 Condemnation.

- (a) Landlord irrevocably assigns to Tenant any award, compensation or insurance payment to which Landlord may become entitled by reason of Tenant'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"), subject to any rights of Landlord with respect thereto as hereinafter provided. For purposes of this Lease, all amounts payable pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of such taking shall be deemed to constitute an award made in such proceeding, and all awards, compensations on account of any Condemnation are hereinafter collectively referred to as "Compensation." Tenant may appear in any such proceeding or action, to negotiate, prosecute and adjust any claim for any Compensation with respect to the Premises, and Tenant shall collect any such Compensation. Landlord shall be entitled to participate in any such proceeding, action, negotiation, prosecution or adjustment. All Compensation with respect to the Premises shall be applied pursuant to this Section 8.02, and all such Compensation (less the expense of collecting such Compensation) is herein called the "Net Proceeds." Landlord shall have no interest in any Compensation, or any portion thereof, made in respect of the Improvements, all of which shall belong to, and be paid to, Tenant.
- (b) If 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"), then Tenant may, not later than one hundred fifty (150) days after such Condemnation, deliver to Landlord (i) notice of its intention to terminate this Lease on the next Payment Date (the "Termination Date") which occurs not less than thirty (30) days after the delivery of such notice, and (ii) a certificate of Tenant describing the event giving rise to such termination and stating that Tenant 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. This Lease shall terminate on the Termination Date, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to the Termination Date, upon payment by Tenant of all Rent, Additional Rent and other sums then due and payable hereunder to and including the Termination Date.
- (c) If, after a Condemnation, Tenant does not give notice of its intention to terminate this Lease as provided in Section 8.02(b), then this Lease shall continue in full force and effect. To the extent that Tenant incurs costs in repairing any damage to the Premises caused by a Condemnation and such costs exceed Tenant's allocable share of the Net Proceeds (as determined pursuant to Section 8.02(d) of this Lease), Tenant shall be entitled to receive such portion of Landlord's allocable share of the Net Proceeds (as determined pursuant to Section 8.02(d) hereof) to complete such repair, but only against certificates of Tenant or a sublessee of Tenant delivered to Landlord from time to time as such repair progresses, each such certificate describing the work for which Tenant is requesting payment and the cost incurred by Tenant in connection therewith and stating that Tenant has not theretofore received payment for such work. In the event of any temporary requisition, this Lease shall remain in full effect and Tenant shall be entitled to receive the Net Proceeds allocable to such temporary requisition, 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 Landlord.
- (d) All Compensation shall be paid as follows: (i) if on account of the Premises, allocated between Landlord and Tenant in accordance with the relative values of their respective interests in the Premises, taking into

account the terms of this Lease, and (ii) if on account of the Improvements, to Tenant. If the Compensation in question does not specifically identify the amount allocable to the Premises and the amount allocable to the Improvements or does not properly allocate the amount allocable to the Premises between Landlord and Tenant based on their respective interests as provided above, then, and in such event, such amounts shall be determined in the following manner: Landlord and Tenant shall each appoint a Qualified Appraiser, and the amount of the Compensation in question allocable to the Premises and the Improvements, respectively or the allocation between Landlord and Tenant of the amount of the Compensation allocable to the Premises, as the case may be, shall be as determined by the two (2) Qualified Appraisers so appointed within a period of no less than thirty (30) Business Days. If the appointed Qualified Appraisers are unable to agree upon such allocation, the allocation shall be determined by a third Qualified Appraiser (selected by the originally appointed Qualified Appraisers) within an additional period of thirty (30) Business Days. For purposes of this Lease, the term "Qualified Appraiser" means an appraiser that is a member in good standing of the American Institute of Real Estate Appraisers or any organization succeeding thereto, having at least ten (10) years of experience in the evaluation of commercial real estate and be located and practicing in the State of Arizona. Landlord and Tenant each shall bear the costs of its respective Qualified Appraiser and shall share equally the cost of the third Qualified Appraiser, if such third Qualified Appraiser is required.

Section 8.03 Insurance and Casualty.

- (a) On or prior to the Effective Date, and continuing throughout the Term of this Lease, Tenant shall carry and maintain, at its sole cost and expense, the types of insurance, in the amounts specified and, in the form, as follows:
 - (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 Twenty Million Dollars (\$20,000,000) per occurrence and in the aggregate on a per location basis. Policy limits required can be met with any combination of primary, umbrella or excess policies of insurance. The insurance coverage required under this subparagraph shall include coverage for liability hazards as defined in the policy forms and endorsements for premises and operations liability, per project and aggregate endorsements, personal injury liability, broad form property damage liability and contractual liability arising out of this Lease. Landlord 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 Landlord and any indemnified party under this Lease. If required by Landlord from time to time, acting in accordance with its insurance advisors, Tenant 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 Landlord 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 Landlord; (B) shall provide protection against perils that are covered

under the Special Causes of Loss insurance form, naming Landlord and such other parties as Landlord 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 Landlord) in an amount reasonably acceptable to Landlord 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 Tenant, Landlord, or any other party at any time before or after the delivery of the Premises to Tenant.

- (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 Landlord 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.
- (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 Two Million Dollars (\$2,000,000).
 - (iii) Such other policies as Landlord may determine from time to time.

Policy limits required can be met with any combination of primary, umbrella or excess policies of insurance.

- (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, Tenant shall deliver to Landlord copies of policies of liability insurance required under Section 8.3(a) or at Landlord'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 Landlord 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 Landlord and shall state explicitly that such insurance shall not be cancelable or subject to reduction of coverage or other modification except upon at least thirty (30) days' advance writing notice by the insurer to Landlord. All deductible amounts in the insurance required to be carried by Tenant hereunder shall be subject to Landlord's reasonable approval. Tenant shall furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Section 8.3(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 so-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, Tenant and Landlord 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. Tenant and Landlord 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 8.03 shall not be construed to negate or modify Tenant's obligations under Section 1.09 of this Lease.
- (f) If the Improvements shall be damaged or destroyed by any casualty during the Term of this Lease, this Lease shall continue in full force and effect and the entire compensation or proceeds payable in connection with any such damage or destruction shall be payable to Tenant, who shall have the right to restore and repair the damage to the Improvements or use the proceeds to construct other Improvements on the Premises.

ARTICLE IX. TAXES AND ANCILLARY LIABILITIES

Section 9.01 Applicable Property Tax Districts.

Presently, the Premises is not subject to the imposition, accrual or payment of property taxes as Landlord-owned property. Once Improvements are developed and constructed by Tenant, the Phase I Owner, the Phase II Owner and/or the Phase III Owner, however, such Improvements will become eligible for the imposition, accrual and payment of property taxes from all primary and secondary tax districts applicable to the Premises pursuant to Legal Requirements ("Applicable Property Taxes"). Certain of these property taxes, specifically the County primary tax, the County secondary tax, the County free library tax and the County flood control tax, are collected and retained by Pima County ("County Applicable Property Taxes").

Section 9.02 Improvements on Possessory Rights.

- (a) Tenant (on behalf of itself and its affiliate, the Phase I Owner), acknowledges that under current Legal Requirements, because Tenant (or its affiliate, the Phase I Owner) are fully responsible for the development, construction and operation of the MQ Phase I Improvements on that portion of the Land comprising MQ Phase I, such Improvements will be valued and taxable as improvements on possessory rights pursuant to Legal Requirements and that Tenant (or the Phase I Owner) shall have the obligation to pay Applicable Property Taxes on such Improvements.
- (b) Tenant (on behalf of itself and its to be formed affiliate, the Phase II Owner), acknowledges that under current Legal Requirements, because Tenant (or its to be formed affiliate, the Phase II Owner) are fully responsible for the development, construction and operation of the MQ Phase II Improvements on that portion of the Land comprising MQ Phase II, such Improvements will be valued and taxable as improvements on possessory rights pursuant to Legal Requirements and that Tenant (or the Phase II Owner) shall have the obligation to pay Applicable Property Taxes on such Improvements.
- (c) Tenant (on behalf of itself and its to be formed affiliated, the Phase III Owner), acknowledges that under current Legal Requirements, because Tenant (or its to be formed affiliate, the Phase III Owner) are fully responsible for the development, construction and operation of the MQ Phase III Improvements on that portion of the Land comprising MQ Phase III, such Improvements will be valued and taxable as improvements on possessory rights pursuant to Legal Requirements and that Tenant (or the Phase II Owner) shall have the obligation to pay Applicable Property Taxes on such Improvements.

Section 9.03 Phase I Applicable Property Taxes.

Upon the expiration of the Primary Term of the Phase I Sublease (as such term is defined in the Phase I Sublease as opposed to its definition within this Lease), the Primary Term of the Phase I Lease (as such term is defined in the Phase I Lease as opposed to its definition within this Lease) and the Primary Term of the Phase I Ground Lease (as such term is defined in the Phase I Ground Lease as opposed to its definition within this Lease), the MQ Phase I Improvements will, pursuant to the terms of the Phase I Sublease, the Phase I Lease and the Phase I Ground Lease be surrendered to Tenant who shall thereupon become the owner of the MQ Phase I Improvements and responsible for the payment of all Applicable Property Taxes imposed on the MQ Phase I Improvements. Following such surrender of the MQ Phase I Improvements, upon Tenant's receipt of updated property tax assessments of the MQ Phase I Improvements and invoices representing the imposition of property tax rates and amounts for all Applicable Property Taxes (each such invoice a "Phase I Property Tax Invoice"), Tenant shall, within ten (10) Business Days of the receipt of a Phase I Property Tax Invoice, amend Schedule N to this Lease to reflect the Phase I Property Tax Invoice for the period covered by such Property Tax Invoice (prorated on a calendar quarter basis for the period beginning with the payment due date of the immediately preceding Phase I Property Tax Invoice (or in the case of the first Phase I Property Tax Invoice subject to the provisions of this Section 9.03, the due date of the immediately preceding property tax invoice addressed under the Phase I Lease) through and including the payment date of such current Phase I Property Tax Invoice). Each time the Tenant updates Schedule N to this Lease, Tenant shall provide written Notice to Landlord consisting of the updated Schedule N from Tenant and a true and correct copy of the Phase I Property Tax Invoice received by Tenant. Landlord shall have a period of thirty (30) Business Days from the date of such Notice from Tenant to identify and provide written notice to Tenant of any calculation errors set forth on such updated Schedule N. If Landlord identifies any calculation errors, Tenant and Landlord shall mutually agree on the corrective calculations within thirty (30) Business Days after Landlord's transmission of such calculation error Notice to Tenant with respect to any updated Schedule N.

Section 9.04 Phase II Applicable Property Taxes.

Upon the expiration of the Primary Term of the Phase II Sublease (as such term is defined in the Phase II Sublease as opposed to its definition within this Lease), the Primary Term of the Phase II Lease (as such term is defined in the Phase II Lease as opposed to its definition within this Lease) and the Primary Term of the Phase II Ground Lease (as such term is defined in the Phase II Ground Lease as opposed to its definition within this Lease), the MQ Phase II Improvements will, pursuant to the terms of the Phase II Sublease, the Phase II Lease and the Phase II Ground Lease be surrendered to Tenant who shall thereupon become the owner of the MQ Phase II Improvements and responsible for the payment of all Applicable Property Taxes imposed on the MQ Phase II Improvements. Following such surrender of the MQ Phase II Improvements, upon Tenant's receipt of updated property tax assessments of the MQ Phase II Improvements and invoices representing the imposition of property tax rates and amounts for all Applicable Property Taxes (each such invoice a "Phase II Property Tax Invoice"), Tenant shall, within ten (10) Business Days of the receipt of a Phase II Property Tax Invoice, amend Schedule O to this Lease to reflect the Phase II Property Tax Invoice, for the period covered by such Property Tax Invoice (prorated on a calendar quarter basis for the period beginning with the payment due date of the immediately preceding Phase II Property Tax Invoice (or in the case of the first Phase II Property Tax Invoice subject to the provisions of this Section 9.04, the due date of the immediately preceding property tax invoice addressed under the Phase II Lease) through and including the payment date of such current Phase II Property Tax Invoice). Each time the Tenant updates Schedule O to this Lease, Tenant shall provide written Notice to Landlord consisting of the updated Schedule O from Tenant and a true and correct copy of the Phase II Property Tax Invoice received by Tenant. Landlord shall have a period of thirty (30) Business Days from the date of such Notice from Tenant to identify and provide written notice to Tenant of any calculation errors set forth on such updated Schedule O. If Landlord identifies any calculation errors, Tenant and Landlord shall mutually agree on the corrective calculations within thirty (30) Business Days after Landlord's transmission of such calculation error Notice to Tenant with respect to any updated Schedule O.

Section 9.05 Phase III Applicable Property Taxes.

Upon the expiration of the Primary Term of the Phase III Sublease (as such term is defined in the Phase III Sublease as opposed to its definition within this Lease), the Primary Term of the Phase III Lease (as such term is defined in the Phase III Lease as opposed to its definition within this Lease) and the Primary Term of the Phase III Ground Lease (as such term is defined in the Phase III Ground Lease as opposed to its definition within this Lease), the MQ Phase III Improvements will, pursuant to the terms of the Phase III Sublease, the Phase III Lease and the Phase III Ground Lease be surrendered to Tenant who shall thereupon become the owner of the MQ Phase III Improvements and responsible for the payment of all Applicable Property Taxes imposed on the MQ Phase III Improvements. Following such surrender of the MQ Phase III Improvements, upon Tenant's receipt of updated property tax assessments of the MQ Phase III Improvements and invoices representing the imposition of property tax rates and amounts for all Applicable Property Taxes (each such invoice a "Phase III Property Tax Invoice"), Tenant shall, within ten (10) Business Days of the receipt of a Phase II Property Tax Invoice, amend Schedule P to this Lease to reflect the Phase III Property Tax Invoice, for the period covered by such Property Tax Invoice (prorated on a calendar quarter basis for the period beginning with the payment due date of the immediately preceding Phase III Property Tax Invoice (or in the case of the first Phase III Property Tax Invoice subject to the provisions of this Section 9.05, the due date of the immediately preceding property tax invoice addressed under the Phase III Lease) through and including the payment date of such current Phase III Property Tax Invoice). Each time the Tenant updates Schedule P to this Lease, Tenant shall provide written Notice to Landlord consisting of the updated Schedule P from Tenant and a true and correct copy of the Phase III Property Tax Invoice received by Tenant. Landlord shall have a period of thirty (30) Business Days from the date of such Notice from Tenant to identify and provide written notice to Tenant of any calculation errors set forth on such updated Schedule P. If Landlord identifies any calculation errors, Tenant and Landlord shall mutually agree on the corrective calculations within thirty (30) Business Days after Landlord's transmission of such calculation error Notice to Tenant with respect to any updated Schedule P.

Section 9.06 Priority of Debt Service and Continued Applicability of Ancillary Liabilities.

- (a) Landlord acknowledges and agrees that the waterfall treatment of cash flows generated by MQ Phase I (as set forth in the Phase I Sublease, the Phase I Lease and the Phase I Ground Lease) is designed to ensure that MQ Phase I cash flows are used by Landlord to satisfy its obligation under the Phase I Lease to make Phase I Basic Rent payments and avoid the circumstance where Landlord satisfies Phase I Basic Rent payments by making a Phase I County Direct Payment from its general fund or any other funds of the Landlord.
 - (i) With respect to the provisions of Section 9.06(a) of this Lease, Tenant (on behalf of itself and its affiliate, the Phase I Owner) acknowledges and agrees that even though the waterfall treatment of MQ Phase I cash flows permits the Phase I Owner to prioritize the use of cash flows under the Phase I Lease for making payments on the MQ Phase I Financing, the prioritization of payments on the MQ Phase I Financing (to the extent such prioritization is both needed and adopted by the Phase I Owner) does not abate, defer or otherwise alleviate (x) the imposition and accrual of Applicable Property Taxes on the MQ Phase I Improvements developed and constructed by the Phase I Owner, or (y) the Phase I Owner's obligation to make timely and full payments of any Applicable Property Taxes imposed on MQ Phase I Improvements pursuant to applicable Legal Requirements.
 - (ii) With respect to the provisions of Section 9.06(a) of this Lease, Tenant acknowledges and agrees that even though the waterfall treatment of MQ Phase I cash flows permits the Phase I Owner to prioritize the use of cash flows under the Phase I Lease for making payments under the MQ Phase I Financing, the prioritization of payments on the MQ Phase I Financing (to the extent such prioritization is both needed and adopted by the Phase I Owner) does not abate, defer or otherwise alleviate Tenant's obligation to make timely and full Phase I Ground Rent and Phase I Additional Rent payments in accordance with this

Lease.

- (b) Landlord acknowledges and agrees that the waterfall treatment of cash flows generated by MQ Phase II (as will be set forth in the Phase II Sublease, the Phase II Lease and the Phase II Ground Lease) is designed to ensure that MQ Phase II cash flows are used by Landlord to satisfy its obligation under the Phase II Lease to make Phase II Basic Rent payments and avoid the circumstance where Landlord satisfies Phase II Basic rent payments by making a Phase II County Direct Payment from its general fund or any other funds of the Landlord.

- (i) With respect to the provisions of Section 9.06(b) of this Lease, Tenant (on behalf of itself and its to be formed affiliate, the Phase II Owner) acknowledges and agrees that even though the waterfall treatment of MQ Phase II cash flows permits the Phase II Owner to prioritize the use of cash flows under the Phase II Lease for making payments on the MQ Phase II Financing, the prioritization of payments on the MQ Phase II Financing (to the extent such prioritization is both needed and adopted by the Phase II Owner) does not abate, defer or otherwise alleviate (x) the imposition and accrual of Applicable Property Taxes on the MQ Phase II Improvements developed and constructed by the Phase II Owner, and (y) the Phase II Owner's obligation to make timely and full payments of any Applicable Property Taxes imposed on the MQ Phase II Improvements pursuant to applicable Legal Requirements.

- (ii) With respect to the provisions of Section 9.06(b) of this Lease, Tenant acknowledges and agrees that even though the waterfall treatment of MQ Phase II cash flows permits the Phase II Owner to prioritize the use of cash flows under the Phase II Lease for making payments under the MQ Phase II Financing, the prioritization of payments on the MQ Phase II Financing (to the extent such prioritization is both needed and adopted by the Phase II Owner) does not abate, defer or otherwise alleviate Tenant's obligation to make timely and full Phase II Ground Rent and Phase II Additional Rent payments in accordance with this Lease.

- (c) Landlord acknowledges and agrees that the waterfall treatment of cash flows generated by MQ Phase III (as will be set forth in the Phase III Sublease, the Phase III Lease and the Phase III Ground Lease) is designed to ensure that MQ Phase III cash flows are used by Landlord to satisfy its obligation under the Phase III Lease to make Phase III Basic Rent payments and avoid the circumstance where Landlord satisfies Phase III Basic rent payments by making a Phase III County Direct Payment from its general fund or any other funds of the Landlord.

- (i) With respect to the provisions of Section 9.06(c) of this Lease, Tenant (on behalf of itself and its to be formed affiliate, the Phase III Owner) acknowledges and agrees that even though the waterfall treatment of MQ Phase III cash flows permits the Phase III Owner to prioritize the use of cash flows under the Phase III Lease for making payments on the MQ Phase III Financing, the prioritization of payments on the MQ Phase III Financing (to the extent such prioritization is both needed and adopted by the Phase III Owner) does not abate, defer or otherwise alleviate (x) the imposition and accrual of Applicable Property Taxes on the MQ Phase III Improvements developed and constructed by the Phase III Owner, and (y) the Phase III Owner's obligation to make timely and full payments of any Applicable Property Taxes imposed on the MQ Phase III Improvements pursuant to applicable Legal Requirements.

- (ii) With respect to the provisions of Section 9.06(c) of this Lease, Tenant acknowledges and agrees that even though the waterfall treatment of MQ Phase III cash flows permits the Phase III Owner to prioritize the use of cash flows under the Phase III Lease for making payments under the MQ Phase III Financing, the prioritization of payments on the MQ Phase III Financing (to the extent such prioritization is both needed and adopted by the Phase III Owner) does not abate, defer or otherwise alleviate Tenant's obligation to make timely and full Phase III Ground Rent and Phase III Additional Rent payments in

accordance with this Lease.

- (d) Notwithstanding the provisions of Section 9.06(a)(ii) with respect to Phase I Ground Rent and Phase I Additional Rent payments:

- (i) If a Phase I Ground Rent Deficiency exists, if Tenant is, and remains, in compliance with the provisions of Section 5.07(c), Section 5.07(d), Section 5.07(e) and Section 5.07(f) of this Lease, Landlord agrees not to take any action to enforce the collection of such Phase I Ground Rent Deficiency, including, but not limited to, administrative actions, court actions of any type, collections actions with third parties, lawsuits, the assignment of such liabilities to third parties for collection and Landlord shall not be entitled to terminate this Lease pursuant to any termination provision herein due to such Phase I Ground Rent Deficiency.

- (ii) If a Phase I Additional Rent Deficiency exists, if Tenant is, and remains, in compliance with the provisions of Section 5.08(b), Section 5.08(c), Section 5.08(d) and Section 5.08(e) of this Lease, Landlord agrees not to take any action to enforce the collection of such Phase I Additional Rent Deficiency, including, but not limited to, administrative actions, court actions of any type, collections actions with third parties, lawsuits, the assignment of such liabilities to third parties for collection and Landlord shall not be entitled to terminate this Lease pursuant to any termination provision herein due to such Phase I Additional Rent Deficiency.

- (e) Notwithstanding the provisions of Section 9.06(b)(ii) of this Lease with respect to Phase II Ground Rent and Phase II Additional Rent payments:

- (i) If a Phase II Ground Rent Deficiency exists, if Tenant is, and remains in, compliance with the provisions of Section 6.06(c), Section 6.06(d), Section 5.07(e) and Section 6.06(f) of this Lease, Landlord agrees not to take any action to enforce the collection of such Phase II Ground Rent Deficiency, including, but not limited to, administrative actions, court actions of any type, collections actions with third parties, lawsuits, the assignment of such liabilities to third parties for collection and Landlord shall not be entitled to terminate this Lease pursuant to any termination provision herein due to such Phase II Ground Rent Deficiency.

- (ii) If a Phase II Additional Rent Deficiency exists, if Tenant is, and remains, in compliance with the provisions of Section 6.07(b), Section 6.07(c), Section 6.07(d) and Section 6.07(e) of this Lease, Landlord agrees not to take any action to enforce the collection of such Phase II Additional Rent Deficiency, including, but not limited to, administrative actions, court actions of any type, collections actions with third parties, lawsuits, the assignment of such liabilities to third parties for collection and Landlord shall not be entitled to terminate this Lease pursuant to any termination provision herein due to such Phase II Additional Rent Deficiency.

- (f) Notwithstanding the provisions of Section 9.06(c)(ii) of this Lease with respect to Phase III Ground Rent and Phase III Additional Rent payments:

- (i) If a Phase III Ground Rent Deficiency exists, if Tenant is, and remains in, compliance with the provisions of Section 7.06(b), Section 6.06(c), Section 5.07(d) and Section 6.06(e) of this Lease, Landlord agrees not to take any action to enforce the collection of such Phase III Ground Rent Deficiency, including, but not limited to, administrative actions, court actions of any type, collections actions with third parties, lawsuits, the assignment of such liabilities to third parties for collection and Landlord shall not be entitled to terminate this Lease pursuant to any termination provision herein due to such Phase III

Ground Rent Deficiency.

(ii) If a Phase III Additional Rent Deficiency exists, if Tenant is, and remains, in compliance with the provisions of Section 7.07(b), Section 7.07(c), Section 7.07(d) and Section 7.07(e) of this Lease, Landlord agrees not to take any action to enforce the collection of such Phase III Additional Rent Deficiency, including, but not limited to, administrative actions, court actions of any type, collections actions with third parties, lawsuits, the assignment of such liabilities to third parties for collection and Landlord shall not be entitled to terminate this Lease pursuant to any termination provision herein due to such Phase III Additional Rent Deficiency.

ARTICLE X. COUNTY-PROVIDED SERVICES

Section 10.01 Collection and Use of Premises-Generated Stormwater.

An important goal of “Pima Prospers,” the comprehensive plan for Landlord, is to “achieve water sustainability through comprehensive integrated planning that coordinates water supply, demand management, climate variability, economic growth, and respect for the environment.” To meet this goal, Landlord encourages the beneficial use of stormwater and other water conservation measures as conditions for development. Tenant agrees with the objectives of this goal and has voluntarily included within the Master Development Plan facilities that will maximize the capture, retention, storage and use of Premises-generated stormwater (“Retained Stormwater”).

Section 10.02 Tenant’s Use of Retained Stormwater for Landscaping.

The Master Development Plan includes equipment and facilities designed to use Retained Stormwater as the primary source of hydration for MQ Phase I, MQ Phase II and MQ Phase III landscaping (the “Reclaimed Hydration System”).

Section 10.03 Tenant’s Use of Retained Stormwater for Ice Rink Maintenance.

The Master Development Plan and the construction plans for MQ Iceplex include equipment and facilities designed to filter, purify and utilize Retained Stormwater to supply the MQ Iceplex ice plant system. In doing so, Retained Stormwater will be the primary source of water used to create, resurface and maintain the three (3) ice rinks within MQ Iceplex (the “Reclaimed Ice System”).

Section 10.04 Non-Potable Water Supplement to Retained Stormwater.

If and when Retained Stormwater is insufficient or unavailable to supply both the Reclaimed Hydration System and the Reclaimed Ice System, Tenant (or the Phase I Owner) may request that Landlord provide nonpotable water from the storm and reclaimed water distribution system operated by the Kino Sports and Entertainment Complex as a supplemental supply of water to operate the Reclaimed Hydration System and/or the Reclaimed Ice System (the “Nonpotable Water”). Landlord agrees to deliver Nonpotable Water to the Premises at a time and in an amount determined solely by the Kino Stadium District (not to exceed three acre-feet per year). Upon delivery to the Premises, Tenant (or the Phase I Owner) is responsible for ensuring that the Nonpotable Water complies with the appropriate water quality standards for use within the Reclaimed Hydration System and the Reclaimed Ice System.

Section 10.05 Reimbursement of Nonpotable Water Costs.

Tenant (or the Phase I Owner, in the sole discretion of Tenant) shall reimburse Landlord on an annual basis for the delivery of the Nonpotable Water during the preceding calendar year (the “Tenant Reimbursement”). The Tenant Reimbursement shall be based solely on the Landlord’s cost of delivering the Nonpotable Water to the Premises, which cost shall be calculated based on the electric demand and capital expenses associated with the system used by Landlord to deliver the Nonpotable Water (the “Landlord Delivery System”). Landlord and Tenant have agreed that the costs of the Landlord Delivery System to be reimbursed by Tenant shall be in the annual amount of One Thousand Six Hundred Dollars (\$1,600.00) (the “Annual Delivery System Reimbursement Amount”). The Annual

Delivery System Reimbursement Amount shall be invoiced by Landlord to Tenant annually in arrears (the “Annual Reimbursement Invoice”) each calendar year during the Primary Term on January 31 (the “Annual Reimbursement Invoice Date”), provided, however, that the Annual Reimbursement Invoice submitted on January 31, 2027 shall consist of a prorated Annual Delivery System Reimbursement Amount for the period beginning September 1, 2026 and ending December 31, 2026. Each Annual Reimbursement Invoice shall be payable by Tenant on the immediately succeeding July 31. On each Annual Reimbursement Invoice Date the Annual Delivery System Reimbursement Amount for the succeeding calendar year shall be adjusted, by a percentage equal to the cumulative increase or decrease in the CPI (the “Adjusted Delivery System Reimbursement Amount”), if any, during the period beginning on January 1 of the year of such Annual Reimbursement Invoice Date through and including such Annual Reimbursement Invoice Date (the “CPI Measuring Period”), provided, however, regardless of the amount by which CPI decreases during any CPI Measuring Period the Adjusted Delivery System Reimbursement Amount shall not be reduced to an amount lower than the Annual Delivery System Reimbursement Amount. For purposes of clarification, (a) the first Adjusted Delivery System Reimbursement Amount shall be calculated on December 31, 2026, (b) the CPI Measuring Period used to calculate the proportionate cumulative increase or decrease in the CPI shall begin with January 1, 2026 and end December 31, 2026, (c) such Adjusted Delivery System Reimbursement Amount shall be subject to an Annual Reimbursement Invoice issued on January 31, 2027, and (d) such Annual Reimbursement Invoice shall be payable by Tenant no later than July 31, 2027. For purposes of this Lease, the term “CPI” means the United States Department of Labor, Bureau of Labor Statistics, All Cities Average Consumer Price Index, or if such index is no longer published, a successor or substitute index mutually agreed to by Landlord and Tenant that shows changes in consumer prices in the Tucson Metropolitan Statistical Area. Each Annual Reimbursement Invoice shall include Landlord’s method and each component used to calculate the Adjusted Delivery System Reimbursement Amount set forth in such Annual Reimbursement Invoice. Tenant shall have thirty (30) Business Days from the date of receiving an Annual Reimbursement Invoice to provide Notice to Landlord of any proposed corrections to the Adjusted Delivery System Reimbursement Amount. If there should be a disagreement on the accuracy of the Adjusted Delivery System Reimbursement Amount between the Landlord and Tenant, the parties agree to mutually resolve such difference within forty-five (45) Business Days of Tenant’s Notice to Landlord of proposed changes to the calculation of the Adjusted Delivery System Reimbursement Amount. Notwithstanding Tenant’s obligations to remit payment on each Annual Reimbursement Invoice, Tenant will, during the Primary Term of the Phase I Sublease (as such term is defined in the Phase I Sublease as opposed to its definition within this Lease, the “Phase I Sublease Primary Term”) invoice the Phase I Operator for payment of each such Annual Reimbursement Invoice as an operating expense of the MQ Phase I Improvements and may collect payment for each such Annual Reimbursement Invoice from the Phase I Operator.

ARTICLE XI. PURCHASE OF CERTAIN PORTIONS OF THE PREMISES

Section 11.01 Hotel North Property.

Attached to this Lease as Exhibit EE is a site plan showing the location of that certain portion of the Premises on which the Tenant (or an affiliate of Tenant, but not the Phase I Owner, the Phase II Owner or the Phase III Owner) will develop, construct and operate two (2) Improvements consisting of hotels and dedicated parking facilities for such Improvements (the “Hotel North Property”).

Section 11.02 Hotel South Property.

Attached to this Lease as Exhibit FF is a site plan showing the location of that certain portion of the Premises on which the Tenant (or an affiliate of Tenant) will develop, construct and operate one (1) Improvement consisting of a hotel and dedicated parking facilities for such Improvement (the “Hotel South Property”).

Section 11.03 Commercial North Property.

Attached to this Lease as Exhibit GG is a site plan showing the location of that certain portion of the Premises on which the Tenant (or an affiliate of Tenant) will develop, construct and operate two (2) Improvements consisting

of restaurant shells for approximately four (4) restaurants (the "Commercial North Property").

Section 11.04 Commercial South Property.

Attached to this Lease as Exhibit HH is a site plan showing the location of that certain portion of the Premises on which the Tenant (or an affiliate of Tenant) will develop, construct and operate five (5) Improvements consisting of approximately four (4) restaurant shells and a commercial office building and dedicated parking facilities for such Improvements (the "Commercial South Property" and together with the Hotel North Property, the Hotel South Property and the Commercial South Property, the "Option Properties").

Section 11.05 Option to Purchase Commercial North Property.

Tenant shall have the exclusive option and right to purchase the Commercial North Property (the "Commercial North Property Option") for a period commencing on the tenth (10th) anniversary of the date of Final Completion of MQ Phase III and ending on the date of the expiration of this Lease (the "Commercial North Exercise Period").

Section 11.06 Option to Purchase Commercial South Property.

Tenant shall have the exclusive option and right to purchase the Commercial South Property (the "Commercial South Property Option") for a period commencing on the tenth (10th) anniversary of the date of Final Completion of MQ Phase III and ending on the date of the expiration of this Lease (the "Commercial South Exercise Period").

Section 11.07 Option to Purchase Hotel North Property.

Tenant shall have the exclusive option and right to purchase the Hotel North Property (the "Hotel North Property Option") for a period commencing on the tenth (10th) anniversary of the date of Final Completion of MQ Phase III and ending on the date of the expiration of this Lease (the "Hotel North Property Exercise Period").

Section 11.08 Option to Purchase Hotel South Property.

Tenant shall have the exclusive option and right to purchase the Hotel South Property (the "Hotel South Property Option") and together with the Hotel North Property Option, the Commercial South Property Option and the Commercial North Property Option, the "Property Options") for a period commencing on the tenth (10th) anniversary of the date of Final Completion of MQ Phase III and ending on the date of the expiration of this Lease (the "Hotel South Property Exercise Period").

Section 11.09 Prohibition on Property Transfers.

Beginning with the Effective Date and continuing through the expiration or termination of this Lease, Landlord will not, directly or indirectly, (a) sell or otherwise transfer ownership of any of the Option Properties to any third party, (b) enter into any discussions with any third party regarding the sale and purchase of any of the Option Properties, or (d) entertain any unsolicited offers for the purchase of any of the Option Properties from any third party.

Section 11.10 Consideration for Option.

In consideration of the grant of the Property Options by Landlord and based on Tenant's provision of all site infrastructure (including infrastructure for the Commercial North Property, the Commercial South Property, the Hotel North Property and the Hotel South Property) which is being constructed as a part of MQ Phase I, without any financial contribution by Landlord and where Tenant is paying in excess of Twenty-Five Million Dollars (\$25,000,000) to provide such infrastructure improvements to the Premises, including, but not limited to, (a) construction and maintenance of roadways within the Premises, (b) construction of off-site improvements, including, but not limited to, development and construction of new signaled intersections and turn lane adjustments to Kino Parkway and Benson Highway, (c) construction and maintenance of multimodal bridges to provide means of public Premises ingress and egress and would be required for any development of the Premises (even if the Premises were not developed by Tenant), (d) construction and maintenance of pedestrian bridges to provide multiple points of pedestrian access across the Julian Wash, (e) construction of sewer line extensions to provide service to the entire Premises, (f) construction of natural gas line extensions to provide service to the entire Premises, (g)

construction of water line extensions to provide service to the entire Premises, and which all such infrastructure improvements would be required for any development of the Premises (by Tenant or any other party), Tenant will pay to Landlord the aggregate sum of Twenty-Five Thousand Dollars (\$25,000) as legal consideration for being granted the Property Options (the "Option Consideration"). The Option Consideration shall be paid by Tenant within thirty (30) Business Days following the execution and delivery of this Lease. The Option Consideration shall be applied to the first, if any, Property Purchase Price paid by Tenant pursuant to the exercise of any of the Property Options. If Tenant fails to deliver a Notice of Exercise for all of the Property Options, the Option Consideration shall be retained by Landlord and shall not be refundable to Tenant.

Section 11.11 Exercise of Options.

In order to exercise a Property Option, Tenant shall provide Landlord with written Notice of its intent to exercise such Property Option during the respective Option Exercise Period (in each case, a "Notice of Exercise").

- (a) Upon delivery of a Notice of Exercise, Landlord shall retain the services of a Qualified Appraiser to provide Landlord with a written appraisal of the purchase value of the Option Property subject to the Notice of Exercise (the "Landlord Appraiser"). Landlord shall retain its Landlord Appraiser within forty-five (45) Business Days of the date of such Notice of Exercise. Landlord Appraiser shall complete its appraisal of the subject Option Property (the "Landlord Property Valuation") within ninety (90) Business Days of being retained by Landlord. Upon completion of the Landlord Property Valuation, Landlord shall provide written Notice to Tenant that the Landlord Property Valuation is complete. The Landlord Property Valuation shall be based on comparable, unimproved parcels and shall evaluate the value of the subject Option Property (i) as if it was not improved beyond its condition on the effective date of this Lease, and (ii) as if it does not include any of the infrastructure to be provided by Tenant, including, but not limited to, the infrastructure set forth in Section 11.10 of this Lease.
- (b) Upon delivery of a Notice of Exercise, Tenant shall retain the services of a Qualified Appraiser to provide Tenant with a written appraisal of the purchase value of the Option Property subject to such Notice of Exercise (the "Tenant Appraiser"). Tenant shall retain the Tenant Appraiser within forty-five (45) Business Days of the date of such Notice of Exercise. Tenant Appraiser shall complete its appraisal of the subject Option Property (the "Tenant Property Valuation") within ninety (90) Business Days of being retained by Tenant. Upon completion of the Tenant Property Valuation, Tenant shall provide written Notice to Landlord that the Tenant Property Valuation is complete. The Tenant Property Valuation shall be based on comparable, unimproved parcels and shall evaluate the value of the subject Option Property (i) as if it was not improved beyond its condition on the effective date of this Lease, and (ii) as if it does not include any of the infrastructure to be provided by Tenant, including, but not limited to, the infrastructure set forth in Section 11.10 of this Lease.
- (c) Once both the Tenant Property Valuation and Landlord Property Valuation have been completed and the Notices required by Section 11.11(a) and Section 11.11(b) hereof have been delivered, (i) Tenant shall provide Landlord with written Notice consisting of a true and correct copy of the Tenant Property Valuation and (ii) Landlord shall provide Tenant with written Notice consisting of a true and correct copy of the Landlord Property Valuation.
- (d) As long as any difference between the purchase value set forth in the Landlord Property Valuation and the Tenant Property Valuation is less than or equal to five percent (5%), then the greater of the purchase values between the Tenant Property Valuation and the Landlord Property Valuation shall be the purchase price to be paid by Tenant for such Option Property (the "Purchase Price").
- (e) If the Purchase Price is applicable pursuant to the provisions of Section 11.11(d) hereof, Landlord and Tenant agree to promptly enter into a purchase and sale contract for such Option Property (the "Purchase

Agreement") at the Purchase Price.

- (f) Subject to the provisions of Section 11.11(j) hereof, closing on the Purchase Agreement required by Section 11.11(e) hereof shall take place no later than ninety (90) Business Days from the date of the execution and delivery of such Purchase Agreement. At the closing, Tenant shall deliver the Purchase Price to Landlord (or its escrow agent, if applicable) in immediately available funds via wire transfer pursuant to wire instructions provided by Landlord.
- (g) Should there, however, be a difference of greater than five percent (5%) between the purchase value set forth within the Tenant Property Valuation and the purchase value set forth within the Landlord Property Valuation, then a separate Qualified Appraiser (the "Final Appraiser") shall be selected jointly by the Tenant Appraiser and the Landlord Appraiser to provide a final valuation of the subject Option Property (the "Final Purchase Valuation"). The Final Appraiser shall be retained within thirty (30) Business Days of the date of the written Notice exchanging the Landlord Property Valuation and the Tenant Property Valuation with the costs of such Final Appraiser being equally split between Landlord and Tenant. The Final Appraiser shall deliver the Final Purchase Valuation to Landlord and Tenant within ninety (90) Business days of the date of the retention of the Final Appraiser and the purchase value of the subject Option Property within the Final Purchase Valuation shall be the purchase price to be paid by Tenant to Landlord for such Option Property (the "Revised Purchase Price"). The Final Purchase Valuation shall be based on comparable, unimproved parcels and shall evaluate the value of the subject Option Property (i) as if it was not improved beyond its condition on the effective date of this Lease, and (ii) as if it does not include any of the infrastructure to be provided by Tenant, including, but not limited to, the infrastructure set forth in Section 11.10 of this Lease.
- (h) Upon receipt of the Revised Purchase Valuation, Landlord and Tenant shall promptly enter into a Purchase Agreement for the subject Option Property at the Revised Purchase Price.
- (i) Subject to the provisions of Section 11.11(j) hereof, closing on the Purchase Agreement and the Tenant's payment of the Revised Purchase Price shall take place no later than ninety (90) Business Days from the date of the Purchase Agreement. Property taxes will not be prorated as the Option Properties are not taxed under the ownership of Landlord. At the Closing, Tenant shall pay the cost of any title insurance policy Tenant elects to obtain and the cost of all endorsements or additional coverage related thereto. Landlord and Tenant shall each bear the costs of its own legal counsel. All escrow fees and costs, and all recording costs, shall be divided equally between Tenant and Landlord. Any other costs associated with the Closing will be borne by the parties in accordance with custom in Pima County, Arizona, as determined by escrow agent, unless otherwise specified in this Section 11. At the closing, Tenant shall deliver the Revised Purchase Price to Landlord (or its escrow agent, if applicable) in immediately available funds via wire transfer pursuant to wire instructions provided by Landlord.
- (j) Notwithstanding the provisions of Section 11.11(f) and Section 11.11(i) hereof, the closing date of a Purchase Agreement executed and delivered in accordance with either of Section 11.11(e) or Section 11.11(h) hereof may be extended equal to the time required to obtain any approvals related, directly or indirectly, to the closing of the Purchase Agreement from any applicable Governmental Authority (for example, without limitation, subdivision of the Premises to accomplish the closing of such Purchase Agreement) (any such required approval, a "Closing Approval"). Landlord agrees to provide its full cooperation (including, without limitation, the execution and delivery of documents required by any such Closing Approval, appearances and/or testimony at any hearing and/or public forum that is a part of any such Closing Approval) in facets of any such Closing Approval process. Once all such Closing Approvals are obtained, Tenant and Landlord shall close on the Purchase Agreement at the Purchase Price or the Revised Purchase Price (as applicable) within thirty (30) Business Days of the date of the last Closing

Approval to be obtained.

Section 11.12 Revision to Basic Rent.

Upon the purchase of any Option Property, the sum equal to the annual amount of Phase I Ground Rent, plus Phase II Ground Rent, plus Phase III Ground Rent due and payable during the remaining portion of the Primary Term (such time period referred to in each case of calculation as the "Remaining Ground Rent Term") after the closing of the sale of an Option Property (such sum, and calculated as if each of the Phase I Ground Lease, the Phase II Ground Lease and the Phase III Ground Lease have been executed and delivered, is herein referred to as the "Total Ground Rent") shall be proportionately revised based on the following formula:

- (a) First, the Total Ground Rent due for each year of the Remaining Ground Rent Term shall be divided by three million six hundred ninety-five thousand six hundred thirty (3,695,630) square feet (the square footage of the Premises) (the "Premises Total Area") to achieve a per square foot value of the Total Ground Rent (the "Per Square Foot Rent").
- (b) Second, the Premises Total Area shall be reduced by the total square footage of such Option Property purchased by Tenant to achieve a calculation of the remaining area of the Premises still owned by Landlord (the "Revised Premises Area").
- (c) Third, the product obtained by multiplying the Per Square Foot Rent by the Revised Premises Area shall be calculated (the "Revised Basic Rent"). The Revised Basic Rent shall replace the Total Ground Rent in accordance with the following provisions:
 - (i) Notwithstanding any other provision of this Lease, the Phase I Ground Rent set forth on Schedule H to this Lease shall be replaced with all such Revised Basic Rent being set forth on Schedule H for the Remaining Ground Rent Term.
 - (ii) If, however, as of the date that the Revised Basic Rent is calculated the Phase II Ground Lease has been executed and delivered, then notwithstanding any other provision of this Lease, fifty percent (50%) of the Revised Basic Rent shall be set forth on Schedule H to this Lease and fifty percent (50%) of such Revised Basic Rent shall be set forth on Schedule J to this Lease for the Remaining Ground Rent Term.
 - (iii) If however, as of the date that the Revised Basic Rent is calculated the Phase II Ground Lease and the Phase III Lease have been executed and delivered then, notwithstanding any other provision of this Lease, (A) one third (1/3) of the Revised Basic Rent shall be set forth on Schedule H to this Lease for the Remaining Ground Rent Term, (B) one third (1/3) of the Revised Basic Rent shall be set forth on Schedule J to this Lease for the Remaining Ground Rent Term and (C) one third (1/3) of the Revised Basic Rent shall be set forth on Schedule L to this Lease for the Remaining Ground Rent Term.
 - (iv) Notwithstanding the provisions of Sections 11.12(c)(i-iii) hereof, the Revised Basic Rent shall be calculated each time Tenant purchases an Option Property during the Term of this Lease.

ARTICLE XII. KINO COMPLEX INFRASTRUCTURE

Section 12.01 Contribution Towards Underpass Costs.

Pursuant to the Development Agreement and the Development and Operations Plan, should Landlord (as owner and operator of the Kino Sports and Entertainment Complex (the "Kino Complex") develop and construct (in combination with the Arizona Department of Transportation) an underpass beneath Interstate 10 that directly

connects the north portion of the Kino Complex to the Kino South Complex immediately adjacent to the Premises (the "Kino Underpass"), Tenant shall pay (separate from Rent, Additional Rent or any other sums due under this Lease) a minimum of Five Million Dollars (\$5,000,000) to assist Landlord with the costs of developing and constructing the Kino Underpass (the "Kino Underpass Payment").

Section 12.02 Timing of Kino Underpass Payment.

Pursuant to the Development Agreement and the Development and Operations Plan, the Kino Underpass Payment shall be made by Tenant from the closing proceeds of the financing associated with the development and construction of MQ Phase III and not from any other source of financing, funding or capitalization of Tenant, MQ Phase I, MQ Phase II, the Phase I Owner or the Phase II Owner.

Section 12.03 Increase of Kino Underpass Payment.

Should Tenant and/or the Phase III Owner be permitted by the Phase III Lender to increase the amount of the Kino Underpass Payment, the Kino Underpass Payment shall be increased by such amount and paid by Tenant (or the Phase III Owner pursuant to the provisions of Section 12.02 hereof), provided, however, that the ability to increase the Kino Underpass Payment shall be in the sole and absolute discretion of the Phase III Lender.

ARTICLE XIII. SURRENDER OF MQ PHASE I

Section 13.01 Expiration of Phase I Lease and Phase I Sublease.

Both the Phase I Lease and the Phase I Sublease expire of their own terms as of the complete repayment of the MQ Phase I Financing (as defined in both the Phase I Lease and the Phase I Sublease).

Section 13.02 Expiration of the Phase I Ground Lease.

The Phase I Ground Lease expires of its own terms upon the expiration of the Phase I Lease and the Phase I Sublease.

Section 13.03 Surrender of MQ Phase I.

Pursuant to the Phase I Ground Lease, as of the expiration of the Phase I Ground Lease, the Phase I Owner surrenders all of the Improvements developed and constructed within the MQ Phase I Premises constituting MQ Phase I, without compensation therefore and without the requirement of any notice from or to the Tenant (as landlord under the Phase I Ground Lease) or the Phase I Owner (as tenant under the Phase I Ground Lease). As a result of the expiration of the Phase I Ground Lease, Tenant will become the owner and operator of MQ Phase I.

Section 13.04 MQ Phase I Cash Flow Allocation.

Following the expiration of the Phase I Ground Lease, Tenant agrees to pay Landlord an amount equal to fifty-five percent (55%) of the MQ Phase I Monthly Net Cash Flow (the "Phase I Monthly Cash Flow Allocation") for the period beginning on the calendar day after the expiration of the Phase I Ground Lease and ending on the last day of the Primary Term of this Lease (the "MQ Phase I Remaining Term"). For purposes of this Article XIII, the term "MQ Phase I Monthly Net Cash Flow" means all revenue generated by MQ Phase I in any calendar month during the MQ Phase I Remaining Term, minus (i) MQ Phase I operating expenses for the same calendar month (as such operating expenses are either enumerated or described on Schedule Q to this Lease), minus (ii) any Phase I Ground Rent due under this Lease for the same calendar month, minus (iii) any Phase I Additional Rent due under this Lease for the same calendar month, minus (iv) any Phase I Ground Rent Deficiency Payments due under this Lease for the same calendar month, minus (v) any Phase I Additional Rent Deficiency Payments due under this Lease for the same calendar month, minus (vi) the payment of the Annual Delivery System Reimbursement Amount or Adjusted Delivery System Reimbursement Amount if so paid in such calendar month, and (vii) any reserves maintained or to be maintained by Tenant (as such reserves are either enumerated or described on Schedule R to this Lease). For purposes of this section, Tenant shall provide Landlord with an annual budget that sets forth projected revenues, operating expenses and the establishment or use of any reserves, such annual budget to be

provided not less than sixty (60) days prior to each calendar year during the MQ Phase I Remaining Term.

Section 13.05 Adjustments to Phase I Monthly Cash Flow Allocations.

Landlord and Tenant agree that the variable nature of certain values of the MQ Phase I Improvements (as governed by this Lease following the surrender of MQ Phase I to Tenant) regularly calculated by the Pima County Assessor in the process of the annual assessment of MQ Phase I Improvements pursuant to applicable Legal Requirements for determining the amount of County Applicable Property Taxes imposed on MQ Phase I Improvements could disproportionately allocate overall net cash flow from MQ Phase I to Landlord as opposed to the parties' intended ratio set forth in Section 13.04 of this Lease and as agreed in the Development Agreement. In order to remedy any unintended disproportionate allocation of MQ Phase I net cash flow due to the annual fluctuation of the value of MQ Phase I Improvements for purposes of the property taxes levied and received by the Landlord (but without altering whatsoever Tenant's obligation to pay the imposed and accrued Applicable Property Taxes assessed on MQ Phase I Improvements under Legal Requirements), Landlord and Tenant agree to the following methods of adjusting the Phase I Monthly Net Cash Flow Allocation for purposes of this Lease and making Phase I Monthly Net Cash Flow Allocations:

- (a) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase I Improvements, the full cash value percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase I Improvement for purposes of 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:
 - (i) Tenant 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 MQ Phase I Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase I Monthly Net Cash Flow in accordance with Section 13.04 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 full cash value percentage of eighty-five percent (85%) (the "Phase I Adjusted Full Cash Value Percentage");
 - (iii) Using the Phase I Adjusted Full Cash Value Percentage, Landlord and Tenant 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 Full Cash Value Percentage been used by the Pima County Assessor to calculate the assessed value of such MQ Phase I 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");
 - (iv) After determining the Phase I Adjusted Full Cash Value Percentage County Property Taxes, Landlord and Tenant 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 MQ Phase I Improvements (the "Phase I Adjusted Full Cash Value Percentage County Property Tax Differential");
 - (v) After determining the Phase I Adjusted Full Cash Value Percentage County Property Tax Differential, Landlord and Tenant 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 Phase I Monthly Cash Flow Allocation as set forth below (the "Monthly Phase I Adjusted Full Cash Value Percentage County Property Tax Differential"); and

- (vi) After determining the Monthly Phase I Adjusted Full Cash Value Percentage County Property Tax Differential, each payment of the Phase I Monthly Cash Flow Allocation 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 13.05(a) applies.
- (b) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase I Improvements, the facility cost used by the Pima County Assessor to calculate the assessed value of any MQ Phase I Improvement for purposes of County Applicable Property Taxes is either (X) greater 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 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:
 - (i) Tenant 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 MQ Phase I Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase I Monthly Net Cash Flow in accordance with Section 13.04 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");
 - (iii) Using the Phase I Adjusted Facility Cost, Landlord and Tenant 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 Facility Cost 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 Facility Cost Value or the Phase I Reduced Facility Cost Value, as applicable (the "Phase I Adjusted Facility Cost County Property Taxes");
 - (iv) After determining the Phase I Adjusted Facility Cost County Property Taxes, Landlord and Tenant 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 MQ Phase I Improvements (the "Phase I Adjusted Facility Cost County Property Tax Differential");
 - (v) After determining the Phase I Adjusted Facility Cost County Property Tax Differential, Landlord and Tenant 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 Phase I Monthly Cash Flow Allocation as set forth below (the "Monthly Phase I Adjusted Facility Cost County Property Tax Differential"); and
 - (vi) After determining the Monthly Phase I Adjusted Facility Cost County Property Tax Differential,

each payment of the Phase I Monthly Cash Flow Allocation 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 15.05(b) applies.

- (c) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase I Improvements, the limited property value calculation percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase I 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:
- (i) Tenant 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 MQ Phase I Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase I Monthly Net Cash Flow in accordance with Section 13.04 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 limited property value calculation percentage of seventy-nine and one-tenths percent (79.10%) (the "Phase I Adjusted Limited Value Percentage");
 - (iii) Using the Phase I Adjusted Limited Value Percentage, Landlord and Tenant 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 Limited Value 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 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");
 - (iv) After determining the Phase I Adjusted Limited Value Percentage County Property Taxes, Landlord and Tenant 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 MQ Phase I Improvements (the "Phase I Adjusted Limited Value Percentage County Property Tax Differential");
 - (v) After determining the Phase I Adjusted Limited Value Percentage County Property Tax Differential, Landlord and Tenant 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 Phase I Monthly Cash Flow Allocation as set forth below (the "Monthly Phase I Adjusted Limited County Property Value Tax Differential"); and
 - (vi) After determining the Monthly Phase I Adjusted Limited County Property Value Tax Differential, each payment of the Phase I Monthly Cash Flow Allocation 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 Property Value Percentage, as applicable, determined in Section 13.05I applies.

- (d) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase I Improvements, the assessment ratio percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase I Improvement for purposes of County Applicable Property 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 ratio used 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:

(i) Tenant 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 MQ Phase I Improvement;

(ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase I Monthly Net Cash Flow in accordance with Section 13.04 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 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");

(iii) Using the Phase I Adjusted Assessment Ratio Percentage, Landlord and Tenant 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");

(iv) After determining the Phase I Adjusted Assessment Ratio Percentage County Property Taxes, Landlord and Tenant 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 MQ Phase I Improvements (the "Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential");

(v) After determining the Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential, Landlord and Tenant 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 Phase I Monthly Cash Flow Allocation as set forth below (the "Monthly Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential"); and

(vi) After determining the Monthly Phase I Adjusted Assessment Ratio Percentage County Property Tax Differential, each payment of the Phase I Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase I Adjusted Assessment Ratio Percentage County Property 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 13.05(d) applies.

- (e) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase I 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 MQ Phase I 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 MQ Phase I Improvements for County Applicable Property Taxes (the "Phase I Combined Reduced Metrics"), then:
- (i) Tenant 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 MQ Phase I Improvement;
- (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase I Monthly Net Cash Flow in accordance with Section 13.04 of this Lease, recalculate the assessed value of each MQ Phase I Improvement for purposes of County Applicable Property Taxes based on an assessed value of each MQ Phase I 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");
- (iii) Using the Phase I Combined Adjustment Metrics, Landlord and Tenant 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 Combined Adjustment Metrics been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase I Improvements for County Applicable Property Taxes (the "Phase I Combined Metrics County Property Taxes");
- (iv) After determining the Phase I Combined Metrics County Property Taxes, Landlord and Tenant 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 MQ Phase I Improvements (the "Phase I Combined Metrics County Property Tax Differential");
- (v) After determining the Phase I Combined Metrics County Property Tax Differential, Landlord and Tenant 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 Phase I Monthly Cash Flow Allocation as set forth below (the "Monthly Phase I Combined Metrics County Property Tax Differential"); and
- (vi) After determining the Monthly Phase I Combined Metrics County Property Tax Differential, each payment of the Phase I Monthly Cash Flow Allocation 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 13.05(e) applies.

Section 13.06 Timing of Phase I Monthly Cash Flow Allocation Payments.

Payment of the Phase I Monthly Cash Flow Allocation (as adjusted if required pursuant to Section 13.05 shall be made by Tenant within fifteen (15) Business Days after the end of each calendar month during the MQ Phase I

Remaining Term.

Section 13.07 Monthly Cash Flow Allocation-Related Deliverables.

In conjunction with the remittance of each Phase I Monthly Cash Flow Allocation, Tenant shall deliver to Landlord a copy of Tenant's unaudited statement of cash flows for the MQ Phase I Improvements for the same month of which each such Phase I Monthly Cash Flow Allocation is being distributed to Landlord. Upon Tenant's receipt of its audited annual financial statements, Tenant shall provide Landlord with a copy of an audited annual statement of cash flows for the MQ Phase I Improvements.

ARTICLE XIV. SURRENDER OF MQ PHASE II

Section 14.01 Expiration of Phase II Lease and Phase II Sublease.

Both the Phase II Lease and the Phase II Sublease will expire of their own terms as of the complete repayment of the MQ Phase II Financing (as will be defined in both the Phase II Lease and the Phase II Sublease).

Section 14.02 Expiration of the Phase II Ground Lease.

The Phase II Ground Lease will expire of its own terms upon the expiration of the Phase II Lease and the Phase II Sublease.

Section 14.03 Surrender of MQ Phase II.

Pursuant to the Phase II Ground Lease, as of the expiration of the Phase II Ground Lease, the Phase II Owner surrenders all of the Improvements developed and constructed within the MQ Phase II Premises constituting MQ Phase II, without compensation therefore and without the requirement of any notice from or to the Tenant (as landlord under the Phase II Ground Lease) or the Phase II Owner (as tenant under the Phase II Ground Lease). As a result of the expiration of the Phase II Ground Lease, Tenant will become the owner and operator of MQ Phase II.

Section 14.04 MQ Phase II Cash Flow Allocation.

Following the expiration of the Phase II Ground Lease, Tenant agrees to pay Landlord an amount equal to fifty-five percent (55%) of the MQ Phase II Monthly Net Cash Flow (the "Phase II Monthly Cash Flow Allocation") for the period beginning on the calendar day after the expiration of the Phase II Ground Lease and ending on the last day of the Primary Term of this Lease (the "MQ Phase II Remaining Term"). For purposes of this Article XIV, the term "MQ Phase II Monthly Net Cash Flow" means all revenue generated by MQ Phase II in any calendar month during the MQ Phase II Remaining Term, minus (i) MQ Phase II operating expenses for the same calendar month (as such operating expenses are either enumerated or described on Schedule Q to this Lease, minus (ii) any Phase II Ground Rent due under this Lease for the same calendar month, minus (iii) any Phase II Additional Rent due under this Lease for the same calendar month, minus (iv) any Phase II Ground Rent Deficiency Payments due under this Lease for the same calendar month, minus (v) any Phase II Additional Rent Deficiency Payments due under this Lease for the same calendar month, minus (vi) any reserves maintained or to be maintained by Tenant (as such reserves are either enumerated or described on Schedule R to this Lease. For purposes of this section, Tenant shall provide Landlord with an annual budget that sets forth projected revenues, operating expenses and the establishment or use of any reserves, such annual budget to be provided not less than sixty (60) days prior to each calendar year during the MQ Phase II Remaining Term.

Section 14.05 Adjustments to Phase II Monthly Cash Flow Allocation.

Landlord and Tenant agree that the variable nature of certain values of the MQ Phase II Improvements (as governed by this Lease following the surrender of MQ Phase II to Tenant) regularly calculated by the Pima County Assessor in the process of the annual assessment of MQ Phase II Improvements pursuant to applicable Legal Requirements for determining the amount of County Applicable Property Taxes imposed on MQ Phase II Improvements could

disproportionately allocate overall net cash flow from MQ Phase II to Landlord as opposed to the parties' intended ratio set forth in Section 14.04 of this Lease and as agreed in the Development Agreement. In order to remedy any unintended disproportionate allocation of MQ Phase II net cash flow due to the annual fluctuation of the value of MQ Phase II Improvements for purposes of the property taxes levied and received by the Landlord (but without altering whatsoever Tenant's obligation to pay the imposed and accrued Applicable Property Taxes assessed on MQ Phase II Improvements by Legal Requirements), Landlord and Tenant agree to the following methods of adjusting the Phase II Monthly Net Cash Flow Allocation for purposes of this Lease and making Phase II Monthly Net Cash Flow Allocations:

- (a) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase II Improvements, the full cash value percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase II Improvement for purposes of 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 II 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 II Reduced Full Cash Value Percentage"), then:
 - (i) Tenant 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 MQ Phase II Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase II Monthly Net Cash Flow in accordance with Section 14.04 of this Lease, recalculate the assessed value of each MQ Phase II Improvement based on an assessed value of each MQ Phase II Improvement calculated using a full cash value percentage of eighty-five percent (85%) (the "Phase II Adjusted Full Cash Value Percentage");
 - (iii) Using the Phase II Adjusted Full Cash Value Percentage, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase II Improvement had the Phase II Adjusted Full Cash Value Percentage been used by the Pima County Assessor to calculate the assessed value of such MQ Phase II Improvements instead of the Phase II Excess Full Cash Value Percentage or the Phase II Reduced Full Cash Value Percentage, as applicable (the "Phase II Adjusted Full Cash Value Percentage County Property Taxes");
 - (iv) After determining the Phase II Adjusted Full Cash Value Percentage County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase II Adjusted Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase II Improvements (the "Phase II Adjusted Full Cash Value Percentage County Property Tax Differential");
 - (v) After determining the Phase II Adjusted Full Cash Value Percentage County Property Tax Differential, Landlord and Tenant agree that the Phase II Adjusted Full Cash Value County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase II Adjusted Full Cash Value County Property Tax Differential to the Phase II Monthly Cash Flow Allocation as set forth below (the "Monthly Phase II Adjusted Full Cash Value Percentage County Property Tax Differential"); and
 - (vi) After determining the Monthly Phase II Adjusted Full Cash Value Percentage County Property Tax Differential, each payment of the Phase II Monthly Cash Flow Allocation shall be either reduced or

increased, as applicable, by an amount equal to the Monthly Phase II Adjusted Full Cash Value Percentage County Property Tax Differential for each calendar month during the calendar period for which the Phase II Excess Full Cash Value Percentage or the Phase II Reduced Full Cash Value Percentage, as applicable, determined in Section 14.05(a) applies.

- (b) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase II Improvements, the facility cost used by the Pima County Assessor to calculate the assessed value of any MQ Phase II Improvement for purposes of County Applicable Property Taxes is either (X) greater than the Phase II 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 II Excess Facility Cost Value”) or (Y) less than the Phase II 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 II Reduced Facility Cost Value”), then:
- (i) Tenant 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 MQ Phase II Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase II Monthly Net Cash Flow in accordance with Section 14.04 of this Lease, recalculate the assessed value of each MQ Phase II Improvement based on an assessed value of each MQ Phase II Improvement calculated using a facility cost equal to the MQ Phase II GMP (the “Phase II Adjusted Facility Cost”);
 - (iii) Using the Phase II Adjusted Facility Cost, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase II Improvement had the Phase II Adjusted Facility Cost been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase II Improvements instead of the Phase II Excess Facility Cost Value or the Phase II Reduced Facility Cost Value, as applicable (the “Phase II Adjusted Facility Cost County Property Taxes”);
 - (iv) After determining the Phase II Adjusted Facility Cost County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase II Adjusted Facility Cost County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase II Improvements (the “Phase II Adjusted Facility Cost County Property Tax Differential”);
 - (v) After determining the Phase II Adjusted Facility Cost County Property Tax Differential, Landlord and Tenant agree that the Phase II Adjusted Facility Cost Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase II Adjusted Facility Cost County Property Tax Differential to the Phase II Monthly Cash Flow Allocation as set forth below (the “Monthly Phase II Adjusted Facility Cost County Property Tax Differential”); and
 - (vi) After determining the Monthly Phase II Adjusted Facility Cost County Property Tax Differential, each payment of the Phase II Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase II Adjusted Facility Cost County Property Tax Differential for each calendar month during the calendar period for which the Phase II Excess Facility Cost or the Phase I Reduced Facility Cost, as applicable, determined in Section 14.05(b) applies.
- (c) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase II Improvements, the limited property value calculation percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase II 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 II 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 II Reduced Limited Property Value Percentage"), then:

- (i) Tenant 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 MQ Phase II Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase II Monthly Net Cash Flow in accordance with Section 14.04 of this Lease, recalculate the assessed value of each MQ Phase II Improvement based on an assessed value of each MQ Phase II Improvement calculated using a limited property value calculation percentage of seventy-nine and one-tenths percent (79.10%) (the "Phase II Adjusted Limited Value Percentage");
 - (iii) Using the Phase II Adjusted Limited Value Percentage, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase II Improvement had the Phase II Adjusted Limited Value Percentage been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase II Improvements instead of the Phase II Excess Limited Property Value Percentage or the Phase II Reduced Limited Property Value Percentage, as applicable (the "Phase II Adjusted Limited Value Percentage County Property Taxes");
 - (iv) After determining the Phase II Adjusted Limited Value Percentage County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase II Adjusted Limited Value Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase II Improvements (the "Phase II Adjusted Limited Value Percentage County Property Tax Differential");
 - (v) After determining the Phase II Adjusted Limited Value Percentage County Property Tax Differential, Landlord and Tenant agree that the Phase II Adjusted Limited Value Percentage County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase II Adjusted Limited Value Percentage County Property Tax Differential to the Phase II Monthly Cash Flow Allocation as set forth below (the "Monthly Phase II Adjusted Limited Value Percentage County Property Value Tax Differential"); and
 - (vi) After determining the Monthly Phase II Adjusted Limited Value Percentage County Property Value Tax Differential, each payment of the Phase II Monthly Cash Flow Allocation shall be either reduced or increased by an amount equal to the Monthly Phase II Adjusted Limited Value Percentage County Property Value Tax Differential for each calendar month during the calendar period for which the Phase II Excess Limited Property Value Percentage or the Phase II Reduced Limited Property Value Percentage, as applicable, determined in Section 14.05(a) applies.
- (d) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase II Improvements, the assessment ratio percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase II Improvement for purposes of County Applicable Property 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 II Excess Assessment Ratio Percentage”) or (Y) less than the assessment ratio used by the Pima County Assessor as of the date of first assessment by the Pima County Assessor (the “Phase II Reduced Assessment Ratio Percentage”), then:

- (i) Tenant 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 MQ Phase II Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase II Monthly Net Cash Flow in accordance with Section 14.04 of this Lease, recalculate the assessed value of each MQ Phase II Improvement based on an assessed value of each MQ Phase II Improvement calculated using the Phase II Excess Assessment Ratio Percentage or the Phase II Reduced Assessment Ratio Percentage, as the case may be (the “Phase II Adjusted Assessment Ratio Percentage”);
 - (iii) Using the Phase II Adjusted Assessment Ratio Percentage, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase II Improvement had the Phase II Adjusted Assessment Ratio Percentage been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase II Improvements instead of the Phase II Excess Assessment Ratio Percentage or the Phase II Reduced Assessment Ratio Percentage, as applicable (the “Phase II Adjusted Assessment Ratio Percentage County Property Taxes”);
 - (iv) After determining the Phase II Adjusted Assessment Ratio Percentage County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase II Adjusted Assessment Ratio Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase II Improvements (the “Phase II Adjusted Assessment Ratio Percentage County Property Tax Differential”);
 - (v) After determining the Phase II Adjusted Assessment Ratio Percentage County Property Tax Differential, Landlord and Tenant agree that the Phase II 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 II Adjusted Assessment Ratio Percentage County Property Tax Differential to the Phase II Monthly Cash Flow Allocation as set forth below (the “Monthly Phase II Adjusted Assessment Ratio Percentage County Property Tax Differential”); and
 - (vi) After determining the Monthly Phase II Adjusted Assessment Ratio Percentage County Property Tax Differential, each payment of the Phase II Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase II Adjusted Assessment Ratio Percentage County Property Tax Differential for each calendar month during the calendar period for which the Phase II Excess Assessment Ratio Percentage or the Phase II Reduced Assessment Ratio Percentage, as applicable, determined in Section 14.05(a) applies.
- (e) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase II Improvements, either (X) a combination of more than just the Phase II Excess Full Cash Value Percentage, the Phase II Excess Facility Cost Value, the Phase II Excess Limited Property Value Percentage or the Phase II Excess Assessment Ratio Percentage is applicable to the assessed value ascribed by the Pima County Assessor to the MQ Phase II Improvements for purposes of County Applicable Property Taxes (the “Phase II Combined Excess Metrics”) or (Y) a combination of more than one of the Phase II Reduced Full Cash Value Percentage, the Phase II Reduced Facility Cost Value, the Phase II Reduced Limited Property Value Percentage or the Phase II Reduced Assessment Ratio Percentage is

applicable to the assessed value ascribed by the Pima County Assessor to the MQ Phase II Improvements for County Applicable Property Taxes (the “Phase II Combined Reduced Metrics”), then:

- (i) Tenant 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 MQ Phase II Improvement;
- (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase II Monthly Net Cash Flow in accordance with Section 14.04 of this Lease, recalculate the assessed value of each MQ Phase II Improvement for County Applicable Property Taxes based on an assessed value of each MQ Phase II Improvement calculated using, as applicable, the Phase II Adjusted Full Cash Value Percentage, the Phase II Adjusted Facility Cost, the Phase II Adjusted Limited Value Percentage and/or the Phase II Adjusted Assessment Ratio Percentage instead of the Phase II Combined Excess Metrics or the Phase II Combined Reduced Metrics, as applicable (the “Phase II Combined Adjustment Metrics”);
- (iii) Using the Phase II Combined Adjustment Metrics, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase II Improvement had the Phase II Combined Adjustment Metrics been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase II Improvements for County Applicable Property Taxes (the “Phase II Combined Metrics County Property Taxes”);
- (iv) After determining the Phase II Combined Metrics County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase II Combined Metrics County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase II Improvements (the “Phase II Combined Metrics County Property Tax Differential”);
- (v) After determining the Phase II Combined Metrics County Property Tax Differential, Landlord and Tenant agree that the Phase II Combined Metrics County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase II Combined Metrics County Property Tax Differential to the Phase II Monthly Cash Flow Allocation as set forth below (the “Monthly Phase II Combined Metrics County Property Tax Differential”); and
- (vi) After determining the Monthly Phase II Combined Metrics County Property Tax Differential, each payment of the Phase II Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase II Combined Metrics County Property Tax Differential for each calendar month during the calendar period for which the Phase II Combined Excess Metrics or the Phase II Combined Reduced Metrics, as applicable, determined in Section 14.05(a) applies.

Section 14.06 Timing of Phase II Monthly Cash Flow Allocation Payments.

Payment of the Phase II Monthly Cash Flow Allocation (as adjusted if required pursuant to Section 14.05 shall be made by Tenant within fifteen (15) Business Days after the end of each calendar month during the MQ Phase II Remaining Term.

Section 14.07 Monthly Cash Flow Allocation-Related Deliverables.

In conjunction with the remittance of each Phase II Monthly Cash Flow Allocation, Tenant shall deliver to Landlord a copy of Tenant’s unaudited statement of cash flows for the MQ Phase II Improvements for the same month of which each such Phase II Monthly Cash Flow Allocation is being distributed to Landlord. Upon Tenant’s receipt of its audited annual financial statements, Tenant shall provide Landlord with an audited annual statement of cash flows for the MQ Phase II Improvements.

ARTICLE XV. SURRENDER OF MQ PHASE III

Section 15.01 Expiration of Phase III Lease and Phase III Sublease.

Both the Phase III Lease and the Phase III Sublease will expire of their own terms as of the complete repayment of the MQ Phase III Financing (as will be defined in both the Phase III Lease and the Phase III Sublease).

Section 15.02 Expiration of the Phase III Ground Lease.

The Phase III Ground Lease will expire of its own terms upon the expiration of the Phase III Lease and the Phase III Sublease.

Section 15.03 Surrender of MQ Phase III.

Pursuant to the Phase III Ground Lease, as of the expiration of the Phase III Ground Lease, the Phase III Owner surrenders all of the Improvements developed and constructed within the MQ Phase III Premises constituting MQ Phase III, without compensation therefore and without the requirement of any notice from or to the Tenant (as landlord under the Phase III Ground Lease) or the Phase III Owner (as tenant under the Phase III Ground Lease). As a result of the expiration of the Phase III Ground Lease, Tenant will become the owner and operator of MQ Phase III.

Section 15.04 MQ Phase III Cash Flow Allocation.

Following the expiration of the Phase III Ground Lease, Tenant agrees to pay Landlord an amount equal to fifty-five percent (55%) of the MQ Phase III Monthly Net Cash Flow (the “Phase III Monthly Cash Flow Allocation”) for the period beginning on the calendar day after the expiration of the Phase III Ground Lease and ending on the last day of the Primary Term of this Lease (the “MQ Phase III Remaining Term”). For purposes of this Article XV, the term “MQ Phase III Monthly Net Cash Flow” means all revenue generated by MQ Phase III in any calendar month during the MQ Phase III Remaining Term, minus (i) MQ Phase III operating expenses for the same calendar month (as such operating expenses are either enumerated or described on Schedule Q to this Lease), minus (ii) any Phase III Ground Rent due under this Lease for the same calendar month, minus (iii) any Phase III Additional Rent due under this Lease for the same calendar month, minus (iv) any Phase III Ground Rent Deficiency Payments due under this Lease for the same calendar month, minus (v) any Phase III Additional Rent Deficiency Payments due under this Lease for the same calendar month, minus (vi) any reserves maintained or to be maintained by Tenant (as such reserves are either enumerated or described on Schedule R to this Lease). For purposes of this section, Tenant shall provide Landlord with an annual budget that sets forth projected revenues, operating expenses and the establishment or use of any reserves, such annual budget to be provided not less than sixty (60) days prior to each calendar year during the MQ Phase III Remaining Term.

Section 15.05 Adjustments to Phase III Monthly Cash Flow Allocations.

Landlord and Tenant agree that the variable nature of certain values of the MQ Phase III Improvements (as governed by this Lease following the surrender of MQ Phase III to Tenant) regularly calculated by the Pima County Assessor in the process of the annual assessment of MQ Phase III Improvements pursuant to applicable Legal Requirements for determining the amount of County Applicable Property Taxes imposed on MQ Phase III Improvements could disproportionately allocate overall net cash flow from MQ Phase III to Landlord as opposed to the parties’ intended ratio set forth in section 15.04 of this Lease and as agreed in the Development Agreement. In order to remedy any unintended disproportionate allocation of MQ Phase III net cash flow due to the annual fluctuation of the value of MQ Phase III Improvements for purposes of the property taxes levied and received by the Landlord (but without altering whatsoever the Tenant’s obligation to pay the imposed and accrued Applicable Property Taxes assessed on MQ Phase III Improvements by Legal Requirements), Landlord and Tenant agree to the following methods of adjusting the Phase III Monthly Net Cash Flow Allocation for purposes of this Lease and making Phase III Monthly Net Cash Flow Allocations:

- (a) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase III Improvements, the full cash value percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase III Improvement for purposes of 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 III 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 III Reduced Full Cash Value Percentage"), then:
- (i) Tenant 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 MQ Phase III Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase III Monthly Net Cash Flow in accordance with Section 15.04 of this Lease, recalculate the assessed value of each MQ Phase III Improvement based on an assessed value of each MQ Phase III Improvement calculated using a full cash value percentage of eighty-five percent (85%) (the "Phase III Adjusted Full Cash Value Percentage");
 - (iii) Using the Phase III Adjusted Full Cash Value Percentage, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase III Improvement had the Phase III Adjusted Full Cash Value Percentage been used by the Pima County Assessor to calculate the assessed value of such MQ Phase III Improvements instead of the Phase III Excess Full Cash Value Percentage or the Phase III Reduced Full Cash Value Percentage, as applicable (the "Phase III Adjusted Full Cash Value Percentage County Property Taxes");
 - (iv) After determining the Phase III Adjusted Full Cash Value Percentage County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase III Adjusted Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase III Improvements (the "Phase III Adjusted Full Cash Value Percentage County Property Tax Differential");
 - (v) After determining the Phase III Adjusted Full Cash Value Percentage County Property Tax Differential, Landlord and Tenant agree that the Phase III Adjusted Full Cash Value Percentage County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase III Adjusted Full Cash Value Percentage County Property Tax Differential to the Phase III Monthly Cash Flow Allocation as set forth below (the "Monthly Phase III Adjusted Full Cash Value Percentage County Property Tax Differential"); and
 - (vi) After determining the Monthly Phase III Adjusted Full Cash Value Percentage County Property Tax Differential, each payment of the Phase III Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase III Adjusted Full Cash Value Percentage County Property Tax Differential for each calendar month during the calendar period for which the Phase III Excess Full Cash Value Percentage or the Phase III Reduced Full Cash Value Percentage, as applicable, determined in Section 15.05(a) applies.
- (b) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase III Improvements, the facility cost used by the Pima County Assessor to calculate the assessed value

of any MQ Phase III Improvement for purposes of County Applicable Property Taxes is either (X) greater than the Phase III 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 III Excess Facility Cost Value") or (Y) less than the Phase III 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 III Reduced Facility Cost Value"), then:

- (i) Tenant 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 MQ Phase III Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase III Monthly Net Cash Flow in accordance with Section 15.04 of this Lease, recalculate the assessed value of each MQ Phase III Improvement based on an assessed value of each MQ Phase III Improvement calculated using a facility cost equal to the MQ Phase III GMP (the "Phase III Adjusted Facility Cost");
 - (iii) Using the Phase III Adjusted Facility Cost, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase III Improvement had the Phase III Adjusted Facility Cost been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase III Improvements instead of the Phase III Excess Facility Cost Value or the Phase III Reduced Facility Cost Value, as applicable (the "Phase III Adjusted Facility Cost County Property Taxes");
 - (iv) After determining the Phase III Adjusted Facility Cost County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase III Adjusted Facility Cost County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase III Improvements (the "Phase III Adjusted Facility Cost County Property Tax Differential");
 - (v) After determining the Phase III Adjusted Facility Cost County Property Tax Differential, Landlord and Tenant agree that the Phase III 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 III Adjusted Facility Cost County Property Tax Differential to the Phase III Monthly Cash Flow Allocation as set forth below (the "Monthly Phase III Adjusted Facility Cost County Property Tax Differential"); and
 - (vi) After determining the Monthly Phase III Adjusted Facility Cost County Property Tax Differential, each payment of the Phase III Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase III Adjusted Facility Cost County Property Tax Differential for each calendar month during the calendar period for which the Phase III Excess Facility Cost or the Phase III Reduced Facility Cost, as applicable, determined in Section 15.05(b) applies.
- (c) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase III Improvements, the limited property value calculation percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase III 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 III 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 III Reduced Limited Property Value Percentage"), then:

- (i) Tenant 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 MQ Phase III Improvement;
 - (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase III Monthly Net Cash Flow in accordance with Section 15.04 of this Lease, recalculate the assessed value of each MQ Phase III Improvement based on an assessed value of each MQ Phase III Improvement calculated using a limited property value calculation percentage of seventy-nine and one-tenths percent (79.10%) (the “Phase III Adjusted Limited Value Percentage”);
 - (iii) Using the Phase III Adjusted Limited Value Percentage, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase III Improvement had the Phase III Adjusted Limited Value Percentage been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase III Improvements instead of the Phase III Excess Limited Property Value Percentage or the Phase III Reduced Limited Property Value Percentage, as applicable (the “Phase III Adjusted Limited Value Percentage County Property Taxes”);
 - (iv) After determining the Phase III Adjusted Limited Value Percentage County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase III Adjusted Limited Value Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase III Improvements (the “Phase III Adjusted Limited Value Percentage County Property Tax Differential”);
 - (v) After determining the Phase III Adjusted Limited Value Percentage County Property Tax Differential, Landlord and Tenant agree that the Phase III Adjusted Limited Value Percentage County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase III Adjusted Limited Value Percentage County Property Tax Differential to the Phase III Monthly Cash Flow Allocation as set forth below (the “Monthly Phase III Adjusted Limited Value Percentage County Property Tax Differential”); and
 - (vi) After determining the Monthly Phase III Adjusted Limited Value Percentage County Property Tax Differential, each payment of the Phase III Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase III Adjusted Limited Value Percentage County Property Tax Differential for each calendar month during the calendar period for which the Phase III Excess Limited Property Value Percentage or the Phase III Reduced Limited Property Value Percentage, as applicable, determined in Section 15.05(c) applies.
- (d) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase III Improvements, the assessment ratio percentage used by the Pima County Assessor to calculate the assessed value of any MQ Phase III Improvement for purposes of County Applicable Property 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 III Excess Assessment Ratio Percentage”) or (Y) less than the assessment ratio used by the Pima County Assessor as of the date of first assessment by the Pima County Assessor (the “Phase III Reduced Assessment Ratio Percentage”), then:
- (i) Tenant 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 MQ

Phase III Improvement;

- (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase III Monthly Net Cash Flow in accordance with Section 14.04 of this Lease, recalculate the assessed value of each MQ Phase III Improvement based on an assessed value of each MQ Phase III Improvement calculated using the Phase III Excess Assessment Ratio Percentage or the Phase III Reduced Assessment Ratio Percentage, as the case may be (the "Phase III Adjusted Assessment Ratio Percentage");
 - (iii) Using the Phase III Adjusted Assessment Ratio Percentage, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase III Improvement had the Phase III Adjusted Assessment Ratio Percentage been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase III Improvements instead of the Phase III Excess Assessment Ratio Percentage or the Phase III Reduced Assessment Ratio Percentage, as applicable (the "Phase III Adjusted Assessment Ratio Percentage County Property Taxes");
 - (iv) After determining the Phase III Adjusted Assessment Ratio Percentage County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase III Adjusted Assessment Ratio Percentage County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase III Improvements (the "Phase III Adjusted Assessment Ratio Percentage County Property Tax Differential");
 - (v) After determining the Phase III Adjusted Assessment Ratio Percentage County Property Tax Differential, Landlord and Tenant agree that the Phase III 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 III Adjusted Assessment Ratio Percentage County Property Tax Differential to the Phase III Monthly Cash Flow Allocation as set forth below (the "Monthly Phase III Adjusted Assessment Ratio Percentage County Property Tax Differential"); and
 - (vi) After determining the Monthly Phase III Adjusted Assessment Ratio Percentage County Property Tax Differential, each payment of the Phase III Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase III Adjusted Assessment Ratio Percentage County Property Tax Differential for each calendar month during the calendar period for which the Phase III Excess Assessment Ratio Percentage or the Phase III Reduced Assessment Ratio Percentage, as applicable, determined in Section 15.05(d) applies.
- (e) If, for any taxable year in which Tenant is liable for the payment of Applicable Property Taxes on MQ Phase III Improvements, either (X) a combination of more than one of the Phase III Excess Full Cash Value Percentage, the Phase III Excess Facility Cost Value, the Phase III Excess Limited Property Value Percentage or the Phase III Excess Assessment Ratio Percentage is applicable to the assessed value ascribed by the Pima County Assessor to the MQ Phase III Improvements for the purpose of County Applicable Property Taxes (the "Phase III Combined Excess Metrics") or (Y) a combination of more than one of the Phase III Reduced Full Cash Value Percentage, the Phase III Reduced Facility Cost Value, the Phase III 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 MQ Phase III Improvements for County Applicable Property Taxes (the "Phase III Combined Reduced Metrics"), then:
- (i) Tenant 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 MQ Phase III Improvement;

- (ii) Tenant and Landlord shall, for purposes of allocating the MQ Phase III Monthly Net Cash Flow in accordance with Section 15.04 of this Lease, recalculate the assessed value of each MQ Phase III Improvement for County Applicable Property Taxes based on an assessed value of each MQ Phase III Improvement calculated using, as applicable, the Phase III Adjusted Full Cash Value Percentage, the Phase III Adjusted Facility Cost, the Phase III Adjusted Limited Value Percentage and/or the Phase III Adjusted Assessment Ratio Percentage instead of the Phase III Combined Excess Metrics or the Phase III Combined Reduced Metrics, as applicable (the “Phase III Combined Adjustment Metrics”);
- (iii) Using the Phase III Combined Adjustment Metrics, Landlord and Tenant shall calculate the County Applicable Property Taxes that would have been due and owing by Tenant on each MQ Phase III Improvement had the Phase III Combined Adjustment Metrics been used by the Pima County Assessor to calculate the actual assessed value of such MQ Phase III Improvements for County Applicable Property Taxes (the “Phase III Combined Metrics County Property Taxes”);
- (iv) After determining the Phase III Combined Metrics County Property Taxes, Landlord and Tenant shall then calculate the difference obtained by subtracting the Phase III Combined Metrics County Property Taxes from the actual County Applicable Property Taxes imposed on such MQ Phase III Improvements (the “Phase III Combined Metrics County Property Tax Differential”);
- (v) After determining the Phase III Combined Metrics County Property Tax Differential, Landlord and Tenant agree that the Phase III Combined Metrics County Property Tax Differential shall be divided by twelve (12) in order to determine a pro rata monthly allocation of the Phase III Combined Metrics County Property Tax Differential to the Phase III Monthly Cash Flow Allocation as set forth below (the “Monthly Phase III Combined Metrics County Property Tax Differential”); and
- (vi) After determining the Monthly Phase III Combined Metrics County Property Tax Differential, each payment of the Phase III Monthly Cash Flow Allocation shall be either reduced or increased, as applicable, by an amount equal to the Monthly Phase III Combined Metrics County Property Tax Differential for each calendar month during the calendar period for which the Phase III Combined Excess Metrics or the Phase III Combined reduced Metrics, as applicable, determined in Section 15.05(e) applies.

Section 15.06 Timing of Phase III Monthly Cash Flow Allocation Payments.

Payment of the Phase III Monthly Cash Flow Allocation (as adjusted if required pursuant to Section 15.05 shall be made by Tenant within fifteen (15) Business Days after the end of each calendar month during the MQ Phase III Remaining Term.

Section 15.07 Monthly Cash Flow Allocation-Related Deliverables.

In conjunction with the remittance of each Phase III Monthly Cash Flow Allocation, Tenant shall deliver to Landlord a copy of Tenant’s unaudited statement of cash flows for the MQ Phase III Improvements for the same month of which each such Phase III Monthly Cash Flow Allocation is being distributed to Landlord. Upon Tenant’s receipt of its audited annual financial statements, Tenant shall provide Landlord with an audited statement of cash flows for the MQ Phase III Improvements.

ARTICLE XVI. EVENTS OF DEFAULT AND REMEDIES

Section 16.01 Events of Default.

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

- (a) if any representation or warranty of Tenant set forth herein or in any notice, certificate, demand, request or other document or instrument delivered to Landlord or Lender in connection with this Lease shall prove to be incorrect in any material respect as of the time when the same shall have been made;
- (b) if Tenant 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 Tenant 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 Tenant 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) Business Days after the filing thereof;
- (c) if a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant shall be appointed in any judicial proceeding brought by Tenant, or if any such receiver, trustee or liquidator shall be appointed in any judicial bankruptcy proceeding brought against Tenant and shall not be discharged within ninety (90) Business Days after such appointment, or if Tenant shall consent to or acquiesce in such appointment;
- (d) if Tenant shall fail to maintain any insurance required to be maintained by Tenant in accordance with the provisions of this Lease or if, within fifteen (15) Business Days after demand therefor, Tenant shall fail to deliver to Landlord and the Lender any insurance policies required to be maintained pursuant to this Lease or a certificate, binder or other evidence of the renewal of any such insurance policies.

Section 16.02 Occurrence and Continuation of Default.

(a) If an Event of Default shall have occurred and be continuing, unless the Lender shall timely avail itself of its rights under Section 1.14(c) of this Lease, Landlord shall be entitled to all remedies available at law or in equity. Without limiting the foregoing, but subject to the Lender's exercise of, and compliance with, its rights set forth in Section 1.14(c) of this Lease, Landlord shall have the right to give Tenant Notice of Landlord's termination of this Lease. 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 Tenant hereunder shall expire and terminate, but Tenant shall remain liable as hereinafter provided.

(b) If an Event of Default shall have occurred and be continuing, unless the Lender shall timely avail itself of its rights under Section 1.14(c) of this Lease, Landlord shall have the immediate right, whether or not the Term of this Lease shall have been terminated pursuant to Section 16.02(a) of this Lease, to re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, ejectment, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. Absent the Lender's exercise of, and compliance with, its rights set forth in Section 1.14(c) of this Lease, Landlord 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 Landlord to terminate this Lease unless a Notice of such termination is given to Tenant pursuant to Section 16.02(a) of this Lease and in accordance with the Lender's rights pursuant to Section 1.14(c) of this Lease.

(c) At any time or from time to time after a re-entry, repossession or removal pursuant to Section 16.02(b) of this Lease, whether or not the Term of this Lease shall have been terminated pursuant to Section 16.02(a) of this Lease, Landlord may (but shall be under no obligation to) relet the Premises or any portion thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms and on such conditions and for such uses as Landlord, in its absolute discretion, may determine. Landlord may collect any rents payable by reason of such reletting.

(d) No expiration or termination of the Term of this Lease pursuant to Section 16.02(a) of this Lease, by operation of law or otherwise, and no re-entry, repossession or removal pursuant to Section 16.02(b) of this Lease or otherwise, and no reletting of the Premises pursuant to Section 16.02(c) of this Lease or otherwise, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession, removal or reletting.

(e) 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, Tenant shall pay to Landlord all (i) Phase I Ground Rent and Phase I Additional Rent in accordance with the provisions of Article V of this Lease, (ii) Phase II Ground Rent and Phase II Additional Rent in accordance with the provisions of Article VI of this Lease, (iii) Phase III Ground Rent and Phase III Additional Rent in accordance with the provisions of Article VII of this Lease, and (iv) other sums required to be paid by Tenant, in each case together with interest thereon at (x) the Phase I Rate with respect to Phase I Ground Rent and Phase I Additional Rent as set forth in Section 5.09 of this Lease, (y) the Phase II Rate with respect to Phase II Ground Rent and Phase II Additional Rent as set forth in Section 6.08 of this Lease, and (z) the Phase III Rate with respect to Phase III Ground Rent and Phase III Additional Rent as set forth in Section 7.08 of this Lease, from the due date thereof to and including the date of such expiration, termination, re-entry, repossession or removal; and thereafter, Tenant 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 Landlord for, and shall pay to Landlord, as liquidated and agreed current damages: (i) all Phase I Ground Rent, Phase I Additional Rent, Phase II Ground Rent, Phase II Additional Rent, Phase III Ground Rent, Phase III Additional Rent and other sums which would be payable under this Lease by Tenant 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 Tenant pursuant to Section 16.02(c) of this Agreement, after deducting from such proceeds all reasonable expenses of Landlord 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). Tenant shall pay such liquidated and agreed current damages on the dates on which Tenant Basic Rent, Tenant Additional Rent and Tenant Cash Flow Rent that would be payable under this Lease in the absence of such expiration, termination, re-entry, repossession or removal, and Landlord shall be entitled to recover the same from Tenant on each such date.

(f) 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, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant'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 Tenant Basic Rent, Tenant Additional Rent, Tenant 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 Tenant shall have satisfied in full its obligations under Section 16.02(e) of this Lease 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.

(g) Notwithstanding anything to the contrary set forth in this Lease, no default by Landlord under the Development Agreement shall result in a default or Event of Default under this Lease or give rise to the right of Tenant to cancel or terminate this Lease or reduce or abate Tenant Basic Rent, Tenant Additional Rent or Tenant 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 Tenant.

ARTICLE XVII. NOTICE AND OTHER INSTRUMENTS

Section 17.01 Notices.

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 Landlord or Tenant 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. All Notices shall be addressed to the parties at the following addresses:

(a) If to Tenant: Mosaic Quarter Development LLC
1860 East River Road, Suite 325
Tucson, Arizona 85718
Attention: Francis J. Knott, Jr., Senior Managing Director
Email: frank@mosaicquarter.com

With a copy to: Goulston & Storrs PC
1999 K Street, NW, Suite 500
Washington, DC 20006
Attention: Paul A. Tummonds, Jr., Esq.
Email: ptummonds@goulstonstorrs.com

With a copy to: Snell & Wilmer L.L.P.
One South Church Avenue, Suite 1500
Tucson, Arizona 85701
Attention: Joseph A. Kroeger, Esq.
Email: jkroeger@swlaw.com

(b) If to Landlord: Pima County, Arizona
Real Property Services
201 North Stone Avenue
6th Floor
Tucson, Arizona 85701
Attention: Director

(c) Any party may, by Notice given pursuant to this Section 17.01, 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 17.02 Estoppel Certificates.

Landlord and Tenant 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 the other Party, execute, acknowledge and deliver to such requesting Party or to any prospective assignee or mortgagee or third party designated by such requesting Party, 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 Basic Rent and Additional Rent has been paid; and (iii) whether, to the knowledge of the certifying party there is any existing default under this Lease 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 Mortgagee, prospective mortgagee or assignee of the Premises.

Section 17.03 Memorandum of Lease.

Upon the execution and delivery hereof, Landlord and Tenant shall 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 Exhibit II attached hereto (the "Memorandum"). Tenant shall be responsible for all costs and expenses in connection with the recording of this Lease or the Memorandum.

ARTICLE XVIII. GENERAL PROVISIONS

Section 18.01 Governing Law.

LANDLORD AND TENANT HEREBY AGREE THAT THIS LEASE AND ALL MATTERS, SUITS (WHETHER IN EQUITY OR AT LAW), CAUSES OF ACTION, CLAIMS, CROSS-CLAIMS, COUNTERCLAIMS, DEMANDS, OBLIGATIONS, ACTIONS, SURVIVAL CLAIMS, RIGHTS TO DAMAGES, COSTS, ATTORNEYS' FEES OR EXPENSES OF ANY KIND OR IN ANY WAY RELATING TO THE SUBJECT MATTER OF THIS LEASE SHALL BE GOVERNED, INTERPRETED, CONSTRUED AND ENFORCED IN ALL RESPECTS BY THE INTERNAL LAWS, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF ARIZONA.

Section 18.02 Jurisdiction, Venue and Process.

EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF ARIZONA (AND ANY APPELLATE COURT FROM ANY SUCH COURT) IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE BROUGHT IN AND MAY BE HEARD AND DETERMINED IN SUCH FEDERAL OR STATE COURTS LOCATED IN THE STATE OF ARIZONA. EACH OF THE PARTIES HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO (a) ANY OBJECTION THAT IT MAY NOT OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE IN ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF ARIZONA AND (b) THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT.

Section 18.03 Waiver of Trial by Jury.

EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY THE

OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, WHICH RIGHT OR CLAIM RELATES DIRECTLY OR INDIRECTLY TO THIS LEASE, ANY DOCUMENTATION RELATED THERETO, OR ANY ACTS OR OMISSIONS IN CONNECTION WITH THIS LEASE. THIS WAIVER HAS BEEN AGREED TO AFTER CONSULTATION WITH LEGAL COUNSEL SELECTED INDEPENDENTLY BY THE TENANT AND LANDLORD.

Section 18.04 Entire Agreement.

This Lease and any exhibits attached to this Lease constitute the sole, entire and only agreement between Tenant and Landlord with regard to the subject matter hereof. Except for the Development Agreement, the Phase I Lease, the Phase II Lease, the Phase III Lease, the Phase I Sublease, the Phase II Sublease and the Phase III Sublease, this Lease supersedes all prior discussions and agreements (whether written or oral) between Tenant and Landlord with respect to the subject matter hereof.

Section 18.05 Non-Waiver.

No waiver of any covenant, condition or provision of this Lease shall be deemed, or construed, to have been made unless expressed in writing and signed by the party against whom such waiver has been charged. The failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants or conditions of this Lease or to exercise any option or right set forth in this Lease shall not be deemed, or construed, as a waiver or relinquishment for the future of any such provisions, covenants or conditions. The acceptance of performance of anything required by this Lease to be performed with knowledge of the breach or failure of a covenant, condition or provision hereof shall not be deemed or construed to be a waiver of such breach or failure. No waiver by any party of one breach by another party shall be construed or deemed to be a waiver with respect to any other subsequent breach. Failure of a party to declare any default immediately upon its occurrence, or delay in taking any action in connection with a default shall not constitute a waiver of such default, nor shall it constitute an estoppel against such party, but such party shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease.

Section 18.06 Severability.

If any provision of this Lease would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Lease or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Lease or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 18.07 No Partnership or Joint Venture.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

Section 18.08 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 18.09 Non-Discrimination.

Tenant 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 18.10 Non-Appropriation.

Landlord's performance of any payment obligations under this Lease may be dependent upon the appropriation of funds by the Board of Supervisors or the availability of funding from other sources. Should the Board of Supervisors fail to appropriate the necessary funds to meet Landlord's payment obligations hereunder, or if funding for Landlord's payment obligations hereunder is otherwise not available to Landlord for the purpose of fulfilling Landlord's payment obligations under this Lease, Landlord will be relieved of that payment obligation and Landlord or Tenant may terminate this Lease, in which case neither Landlord nor Tenant shall have any further rights or obligations hereunder other than those which specifically survive the termination of this Lease.

Section 18.11 Remedies Not Exclusive.

Subject to the rights of the Lender as a third party beneficiary to this Lease, the various rights, options, elections, powers, and remedies of Landlord contained in this Lease shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal and equitable remedy which Landlord might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by Landlord shall not impair its rights to any other right or remedy until all obligations imposed upon the other party have been fully performed.

Section 18.12 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 18.13 Construction.

This Lease will not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Each party represents that it has had the opportunity to have its own legal counsel review and participate in the completion of this Lease.

Section 18.14 Brokers.

Landlord and Tenant represent and warrant to each other that neither of them has dealt with any broker with respect to this Lease and each agrees to defend, indemnify, save and hold the other harmless from and against any and all fees, commissions, other liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered by either Landlord or Tenant, as applicable, as a result of acts of Tenant or Landlord, as applicable, or any of their respective agents that would constitute a breach of its representation and warranty in this Section 18.14. The provisions of this Section 18.14 shall survive the termination or expiration of this Lease.

Section 18.15 Audit Rights.

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

Section 18.16 Counterparts.

This Lease may be executed and delivered in one or more counterparts (and by different parties on different counterparts), each of which shall constitute an original and together which shall constitute one and the same instrument. To facilitate execution of this agreement, the parties may execute and exchange by electronic (e-mail) delivery different counterparts of the signature pages, which shall be as effective as originals for all purposes.

[LANDLORD 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: 2/21/2024

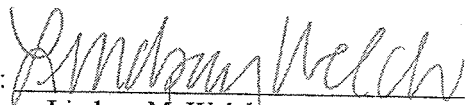
[TENANT SIGNATURE PAGE]

MOSAIC QUARTER DEVELOPMENT LLC,

By: Knott Development Inc ACC, an Arizona close corporation
Manager

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

WITNESS:

By: 
Name: Lindsay M. Welch
February 21, 2024

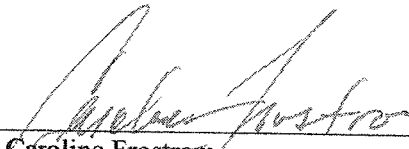
By: 
Name: Caroline Frostrom
February 21, 2024

EXHIBIT A

DEVELOPMENT AGREEMENT

EXHIBIT B

MASTER DEVELOPMENT PLAN

EXHIBIT C

DEVELOPMENT AND OPERATIONS PLAN

EXHIBIT D

PHASE I GROUND LEASE

TO BE ATTACHED UPON THE EXECUTION OF THE PHASE I GROUND LEASE

EXHIBIT E

MQ PHASE I PREMISES

TO BE ATTACHED UPON THE EXECUTION OF THE PHASE I GROUND LEASE

EXHIBIT F

MQ PHASE I

TO BE ATTACHED AT THE CLOSING OF THE MQ PHASE I FINANCING

EXHIBIT G

PHASE I LEASE

TO BE ATTACHED UPON THE EXECUTION OF THE PHASE I LEASE

EXHIBIT H

PHASE I SUBLEASE

TO BE ATTACHED UPON THE EXECUTION OF THE PHASE I SUBLEASE

EXHIBIT I

PHASE I GROUND LEASE DIRECTION LETTER

TO BE ATTACHED AT THE CLOSING OF THE MQ PHASE I FINANCING

EXHIBIT J

PHASE I LEASE DIRECTION LETTER

TO BE ATTACHED AT THE CLOSING OF THE MQ PHASE I FINANCING

EXHIBIT K

PHASE I SUBLEASE DIRECTION LETTER

TO BE ATTACHED AT THE CLOSING OF THE MQ PHASE I FINANCING

EXHIBIT L

PHASE II GROUND LEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE II GROUND LEASE

EXHIBIT M

MQ PHASE II PREMISES

TO BE ATTACHED UPON EXECUTION OF THE PHASE II GROUND LEASE

EXHIBIT N

MQ PHASE II

TO BE ATTACHED UPON EXECUTION OF THE PHASE II GROUND LEASE

EXHIBIT O

PHASE II LEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE II LEASE

EXHIBIT P

PHASE II SUBLEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE II SUBLEASE

EXHIBIT Q

PHASE II GROUND LEASE DIRECTION LETTER

TO BE ATTACHED UPON EXECUTION OF THE PHASE II GROUND LEASE

EXHIBIT R

PHASE II LEASE DIRECTION LETTER

TO BE ATTACHED UPON EXECUTION OF THE PHASE II LEASE

EXHIBIT S

PHASE II SUBLEASE DIRECTION LETTER

TO BE ATTACHED UPON EXECUTION OF THE PHASE II SUBLEASE

EXHIBIT T

PHASE III GROUND LEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT U

MQ PHASE III PREMISES

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT V

MQ PHASE III

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT W

PHASE III LEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE III LEASE

EXHIBIT X

PHASE III SUBLEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE III SUBLEASE

EXHIBIT Y

PHASE III GROUND LEASE DIRECTION LETTER

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT Z

PHASE III LEASE DIRECTION LETTER

TO BE ATTACHED UPON EXECUTION OF THE PHASE III LEASE

EXHIBIT AA

PHASE III SUBLEASE DIRECTION LETTER

TO BE ATTACHED UPON EXECUTION OF THE PHASE III SUBLEASE

EXHIBIT BB

MASTER GROUND LEASE PHASE I DIRECTION LETTER

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE I FINANCING

EXHIBIT CC

MASTER GROUND LEASE PHASE II DIRECTION LETTER

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE II FINANCING

EXHIBIT DD

MASTER GROUND LEASE PHASE III DIRECTION LETTER

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE III FINANCING

EXHIBIT EE

HOTEL NORTH PROPERTY

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT FF

HOTEL SOUTH PROPERTY

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT GG

COMMERCIAL NORTH PROPERTY

TO BE ATTACHED UPON EXECUTION OF THE PHASE III GROUND LEASE

EXHIBIT HH

COMMERCIAL SOUTH PROPERTY

TO BE ATTACHED UPON EXECUTION OF THE PHASE II GROUND LEASE

EXHIBIT II

MEMORANDUM OF LEASE

TO BE ATTACHED FOLLOWING EXECUTION AND RECORDING

SCHEDULE A

LEGAL DESCRIPTIONS

MQ PHASE I DESCRIPTION

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE I FINANCING

MQ PHASE II DESCRIPTION

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE II FINANCING

MQ PHASE III DESCRIPTION

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE III FINANCING

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EXISTING AGREEMENTS

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE I FINANCING

SCHEDULE C

PERMITTED EXCEPTIONS

TO BE ATTACHED UPON THE CLOSING OF THE 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 “MQ Phase I Final Completion Date”).

Primary Term

The Primary Term shall commence on the MQ Phase I Final Completion Date and shall end at 12:00AM MST on the day that is forty (40) years after the last to occur of (i) the MQ Phase I Final Completion Date, (ii) the date on which Final Completion of MQ Phase II is achieved pursuant to the issuance of a Certificate of Occupancy (as defined in the Development Agreement) for the last Improvement to be developed and constructed within MQ Phase II, or (iii) the date on which Final Completion of MQ Phase III is achieved pursuant to the issuance of a Certificate of Occupancy for the last Improvement to be developed and constructed within MQ Phase III.

SCHEDULE E

MQ PHASE I GMP

TO BE ATTACHED UPON CLOSING OF THE MQ PHASE I FINANCING

SCHEDULE F

MQ PHASE II GMP

TO BE ATTACHED UPON CLOSING OF THE MQ PHASE II FINANCING

SCHEDULE G

MQ PHASE III GMP

TO BE ATTACHED UPON CLOSING OF THE MQ PHASE III FINANCING

SCHEDULE H

PHASE I GROUND RENT PAYMENT SCHEDULE

2026		2027		2028	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
		July 31	\$565,500	July 31	\$565,500
2029		2030		2031	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2032		2033		2034	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2035		2036		2037	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2038		2039		2040	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2041		2042		2043	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2044		2045		2046	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500

2047		2048		2049	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2050		2051		2052	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2053		2054		2055	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2056		2057		2058	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2059		2060		2061	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2062		2063		2064	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2065		2066		2067	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500

2068		2069 (if necessary)		2070 (if necessary)	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500
2071 (if necessary)		2072 (if necessary)		2073 (if necessary)	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$565,500	July 31	\$565,500	July 31	\$565,500

SCHEDULE I

PHASE I RATE

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE I FINANCING

SCHEDULE J

PHASE II GROUND RENT PAYMENT SCHEDULE

TO BE ATTACHED UPON EXECUTION OF PHASE II GROUND LEASE

SCHEDULE K

PHASE II RATE

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE II FINANCING

SCHEDULE L

PHASE III GROUND RENT PAYMENT SCHEDULE

TO BE ATTACHED UPON EXECUTION OF PHASE III GROUND LEASE

SCHEDULE M

PHASE III RATE

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE III FINANCING

SCHEDULE N

PHASE I APPLICABLE PROPERTY TAXES

TO BE ATTACHED AS ASSESSED AND IMPOSED

SCHEDULE O

PHASE II APPLICABLE PROPERTY TAXES

TO BE ATTACHED AS ASSESSED AND IMPOSED

SCHEDULE P

PHASE I APPLICABLE PROPERTY TAXES

TO BE ATTACHED AS ASSESSED AND IMPOSED

SCHEDULE Q

OPERATING EXPENSES

TO BE ATTACHED

SCHEDULE R

RESERVES

TO BE ATTACHED

MOSAIC QUARTER PHASE I
GROUND LEASE

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MOSAIC QUARTER PHASE I GROUND LEASE

THIS MOSAIC QUARTER PHASE I GROUND LEASE (this "Lease") dated as of March 5, 2024 (the "Effective Date"), is made and entered into by and between Mosaic Quarter Development LLC, a limited liability company organized under the laws of the State of Arizona ("Landlord") and MQD Phase I LLC, a limited liability company organized under the laws of the State of Arizona ("Tenant").

RECITALS

- A. Landlord entered into that certain Master Development Agreement with Pima County, Arizona (the "County") on October 4, 2022 (the "Development Agreement"), a copy of which is attached to this Lease as Exhibit A.
- B. Pursuant to the Development Agreement, Landlord and the County have entered into that certain Master Ground Lease, of even date herewith, governing Landlord's development and operation of certain portions of the Kino South Complex (the "Development Premises"), a copy of which is attached as Exhibit B (the "Master Ground Lease").
- C. Pursuant to the Development Agreement, the Master Ground Lease and the provisions of this Lease, Tenant is being leased a portion of the Development Premises to develop and construct MQ Phase I (as defined in the Master Ground Lease) as MQ Phase I is shown on that certain Master Development Plan attached to this Lease as Exhibit C (the "Master Development Plan") and more particularly described in Landlord's Development and Operations Plan, a copy of which is attached to this Lease as Exhibit D (the "Development and Operations Plan").
- D. Pursuant to the Development Agreement, the Master Ground Lease and the provisions of this Lease, Tenant will enter into that certain Mosaic Quarter Phase I Lease with the County, of even date herewith, a copy of which is attached to this Lease as Exhibit E (the "Phase I Lease").
- E. Pursuant to the Development Agreement, the Master Ground Lease, the Phase I Lease and the provisions of this Lease, the County will enter into that certain Mosaic Quarter Phase I Sublease with MQD Phase I Operations LLC (the "Operator"), of even date herewith, a copy of which is attached to this Lease as Exhibit F (the "Phase I Sublease").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landlord and Tenant hereby agree as follows:

ARTICLE I. LEASE OF PREMISES

Section 1.01 Lease of Premises, Title and Condition.

- (a) In consideration of the rents and covenants herein stipulated to be paid and performed by Tenant and upon the terms and conditions herein specified, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises (the "Premises") consisting of (a) the land described on Schedule A to this Lease which is attached to this Lease and is incorporated herein by reference (the "Land"), and (b) the easements, rights, appurtenances and other rights and benefits relating to the Land, including without limitation, the agreements, if any, set forth on, and incorporated herein by reference as, Schedule B ("Existing Agreements"), and (c) all of Landlord's right, title and interest in and to all public or private

streets, roads, avenues, alleys or passageways, open or proposed, on or abutting the Land, including, without limitation, its interests or rights in any after-acquired property.

- (b) The Premises are leased to Tenant in their present condition without representation or warranty by Landlord except as otherwise set forth in this Lease and subject to the existing state of title, to all applicable Legal Requirements (as hereinafter defined) now or hereafter in effect and to the exceptions set forth on, and incorporated herein by reference as, Schedule C (the “Permitted Exceptions”). Except as expressly provided in Section 1.18 of this Lease, all buildings and other improvements hereafter located on the Land, including without limitation all of the improvements to be developed and constructed by Tenant pursuant to the Development Agreement and contemplated by the Development and Operations Plan (the “Improvements”) and all personal property located thereon are not the subject of this Lease, and Landlord shall not acquire pursuant to this Lease any right, title or interest therein or thereto, nor in any additions, alterations, restorations and repairs to and replacements of any of the foregoing. Accordingly, County’s fee simple title in the Land and Landlord’s interest in the Lease shall not be subject to any mechanics’ liens related to any design, development or construction by Tenant on the Premises. Any Improvements hereafter located or constructed on or placed upon the Premises shall be and remain the property of Tenant, except as otherwise provided in Section 1.18 of this Lease.

Section 1.02 Access to Kino South Complex.

During the entire Term of this Lease, and pursuant to the provisions of the Master Ground Lease, Landlord hereby grants to Tenant and its subtenants, licenses, occupants, invitees, employees and agents easements pursuant to which Tenant shall have (a) the nonexclusive right of vehicular and pedestrian ingress and egress over the roads and walkways leading from the Premises to the Kino South Complex and (b) the nonexclusive right to connect to all electric, telephone, gas, cable, fiber optics, sanitary sewer, storm sewer and other utilities and services that may be located within the Kino South Complex and within reasonable proximity to the Premises that are necessary to provide utility service to the Premises. During the term of this Lease, and pursuant to, the provisions of the Master Ground Lease, the County will maintain and repair (or cause to be maintained and repaired) the roads and walkways and all utilities located within the Kino South Complex and within reasonable proximity to the Premises that are necessary to provide utility service to the Premises so that at all times the roads and walkways shall be in a safe and operable condition adequate for the purpose of vehicular and pedestrian ingress and egress to and from the Premises and the utilities shall be available for continuous connection and service to the Premises

Section 1.03 Use of Premises.

Tenant may use the Premises for any lawful purpose in accordance with the Development Agreement and the Development and Operations Plan. As long as no Event of Default has occurred and is continuing hereunder, Landlord shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by Tenant, provided that Landlord and its agents and designees may, upon reasonable notice and at reasonable times, enter upon and examine the Premises as long as such examination shall not unreasonably interfere with the business operations of Tenant or any subtenant on the Premises.

Section 1.04 Term of Lease.

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 referred to collectively as the “Term”) shall commence and expire on the dates set forth on, and incorporated herein by reference as, Schedule D. The Primary Term shall commence automatically and immediately upon the expiration of the Initial Term and without the requirement for Notice to or from, or consent of, either Landlord or Tenant.

Section 1.05 Assignment and Subletting.

- (a) Subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant may sublet the Premises (or any portion thereof) or assign or mortgage its interest hereunder or in any sublease of the Premises (or portion thereof) and the rents to be received pursuant to such sublease, provided each sublease shall have expressly been made subject to the provisions of this Lease. No such assignment, mortgage or sublease shall modify or limit any right or power of Landlord hereunder or affect or reduce any obligation of Tenant hereunder, and all such obligations shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no assignment, mortgage or subletting had been made. If Tenant shall validly assign its interest in this Lease (other than a collateral assignment thereof as security), the assignee shall execute an agreement assuming the obligations of Tenant under this Lease and the original obligations of Tenant as "Developer" under the Development Agreement from and after such assignment, and thereupon Tenant shall automatically be released from any liability or obligation hereunder or thereunder to the extent arising from and after the date of such assignment. Any sublease, assignment or mortgage made otherwise than as permitted by this Section 1.05 or as expressly stated otherwise in this Lease shall be void. Tenant shall, within twenty (20) days after the execution of any permitted sublease, mortgage or assignment (other than a collateral assignment for security or the execution and delivery of the Phase I Lease), deliver a conformed copy thereof to Landlord.
- (b) Landlord acknowledges that development and construction of the contemplated Improvements on the Premises as more particularly described in the Development and Operations Plan is dependent upon Tenant securing financing for the development and construction of the Improvements. Landlord agrees to cooperate and negotiate in good faith any amendments to this Lease that may be reasonably required by any Mortgagee (as hereinafter defined) in order to consummate any such financing.

Section 1.06 Fee Mortgages.

This Lease and the rights of Tenant hereunder shall be and remain superior in all respects to any encumbrance on or against the leasehold interest of the Landlord in the Land and Landlord's interest in this Lease (other than Permitted Exceptions) and Landlord will not will create or suffer to be created, and will promptly remove and discharge, any mortgage, charge, lien, security interest or encumbrance upon its interest in the Land and Landlord's interest in this Lease, other than Permitted Exceptions, any sublease, assignment or mortgage permitted by Section 1.05 of this Lease. Landlord covenants and agrees that, except for the Phase II Ground Lease (as defined in the Master Ground Lease) and the Phase III Ground Lease (as described in the Master Development Agreement), Landlord will not suffer or permit any entity or person other than Tenant to hold or come to hold any tenancy on the Development Premises during the Term of this Lease.

Section 1.07 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 Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim, defense or deduction with respect to any Rent or Additional Rent or other sums payable hereunder except as otherwise expressly provided herein, nor shall the obligations of Tenant hereunder be affected, by reason of: (i) any damage to, destruction of, or casualty with respect to, the Premises or any portion thereof, (ii) any taking of the Premises or any part thereof by condemnation or otherwise, (iii) any prohibition, limitation, interruption, cessation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises, or any interference with such use, occupancy or enjoyment by any person, (iv) any eviction by paramount title or otherwise, (v) any default by Landlord hereunder or under any other agreement, (vi) the impossibility or illegality of performance by Landlord, Tenant or both, (vii) any action of any Governmental Authority (as defined in the Master Ground Lease) (including, without limitation, changes in Legal Requirements), or (viii) any other cause whether similar or dissimilar

to the foregoing. The Parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease.

- (b) Tenant 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 Landlord 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, Tenant waives all rights to terminate or surrender this Lease, or to any abatement or deferment of Rent or Additional Rent or other sums payable hereunder.

Section 1.08 Liens.

Subject to the terms of Section 1.11 of this Lease, Tenant will promptly remove and discharge (which may be accomplished by bonding) any charge, lien, security interest or encumbrance upon the Premises or any Rent, Additional 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 Tenant or for the Premises. Notwithstanding the foregoing, Tenant shall have no obligation to remove or discharge (a) the Permitted Exceptions, (b) any sublease, assignment or mortgage permitted by Section 1.05 of this Lease, or (c) any mortgage, charge, lien, security interest or encumbrance created by Landlord without the consent of Tenant, which consent may be withheld by Tenant in its sole discretion (which shall not be construed to permit Landlord to create any mortgage, charge, lien, security interest or encumbrance not otherwise permitted hereunder), provided that Tenant shall have no obligation to discharge any mechanic's, laborer's, materialman's, supplier's or vendor's lien if payment is not yet due under the contract which is the foundation thereof or if payment is being contested pursuant to Section 2.6 hereof. Nothing contained in this Lease shall be construed as constituting the consent or request of the County or Landlord, 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 neither the County nor Landlord will be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone (other than the County and Landlord) holding an interest in the Premises or any part thereof through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of the County and the Landlord in and to the Premises.

Section 1.09 Indemnification.

Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, from the conduct of Tenant's business or from any activity, work or things done, permitted, or suffered by Tenant in or about the Premises or elsewhere, and shall further indemnify, defend and hold harmless Landlord from any against any claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any gross negligence or willful misconduct of Tenant, or any of the Tenant's authorized agents, contractors, subcontractors, 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. Tenant, 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 Tenant hereby waives all claims in respect thereof against Landlord. Tenant hereby agrees that Landlord and its agents shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise, equipment or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises, nor shall Landlord be liable for injury to Tenant's employees, authorized agents or contractors.

Section 1.10 Maintenance and Repair.

Tenant, at its own expense, will maintain all parts of the Premises in good repair and condition, except for ordinary wear and tear, and will take all action and will make all foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of the Premises in good repair and condition, ordinary wear and tear excepted. Landlord shall not be required to maintain or repair the Premises. Tenant waives the right to (a) require Landlord to maintain or repair the Premises, or (b) make repairs at the expense of Landlord pursuant to any Legal Requirement, contract, agreement, covenant, condition or restriction set forth in Section 2.2(b)(ii) of this Lease, at any time in effect.

Section 1.11 Permitted Contests.

Notwithstanding any provision hereof to the contrary, Tenant shall not be required, nor shall Landlord 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 Tenant shall, in good faith, contest, in the name of Landlord or Tenant, the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection or other realization of the Imposition, lien or encumbrance so contested and which also shall prevent the sale, foreclosure or loss of the Premises or any Rent, Additional Rent or other sums required to be paid by Tenant hereunder, to satisfy the same or Legal Requirements, and which shall not affect the payment of any Rent, Additional Rent or other sums required to be paid by Tenant, provided that such contest shall not subject Landlord to the risk of any criminal liability or civil liability. Upon conclusion of any such proceedings, Tenant shall pay the amount of such Imposition, lien or encumbrance or part thereof, if any, as is finally determined to be owed in such proceedings, together with any interest, penalties or other liability incurred by Tenant in connection therewith. Tenant shall give such security as may be reasonably requested by Landlord to ensure ultimate payment of such Imposition, lien or encumbrance and compliance with Legal Requirements and to prevent any sale or forfeiture of the Premises or any portion thereof, or of any Rent, Additional Rent or other sums required to be paid by Tenant hereunder by reason of such non-payment or noncompliance. Landlord shall cooperate with Tenant in connection with any proceeding referred to in this Section 1.11, but Landlord shall not be required to join in any such proceeding unless the provision of any law or ordinance at the time in effect shall require that Landlord be a party to such proceeding, in which event Landlord shall participate in such proceedings at Tenant's sole cost and expense.

Section 1.12 Landlord's Cooperation.

Landlord agrees to assist and cooperate with Tenant or Tenant's designee with the performance of any land title survey, securing land use permits, the performance of environmental impact reviews or the performance and/or securing of any other approvals, inspections or diligence required for the design, development, construction, operation or financing of the Improvements in accordance with the requirements of the Development Agreement and as contemplated in the Development and Operations Agreement.

Section 1.13 Premises Not Subject to Liens.

Tenant expressly agrees and acknowledges that no interest of the Landlord in the Premises shall be subject to any lien for Improvements made by Tenant on or for the Premises. Landlord shall not be liable for any lien for any Improvement made by Tenant, such liability being expressly prohibited by the terms of this Lease, and Tenant agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence of said prohibition.

Section 1.14 Rights of Mortgagee.

- (a) If Tenant shall be in default in the observance or performance of any covenant in this Lease beyond any applicable period of grace referred to herein, Landlord shall send written Notice of such default to any Lender (as defined in the Master Ground Lease) under a mortgage granted by Tenant, at their address set forth in such mortgage (whether one or more, the "Mortgage") or as the Lender may request in a writing delivered to Landlord. The Lender shall have thirty (30) Business Days after delivery of such written

Notice from Landlord within which to cure or remove such default, and if such default cannot with diligence be cured within such thirty (30) Business Day period, a reasonable time thereafter, provided that Lender proceeds promptly to cure the same and thereafter prosecutes the curing of such default with diligence. Notwithstanding any other provision of this Lease, Landlord shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to such default unless Landlord shall have first given written Notice thereof to the Lender and unless Lender shall have failed to cure or remove, or cause to be cured or removed, such default within the time set forth in this Section 1.4(a).

- (b) Landlord will accept performance by the Lender, the sublessee under any sublease or either of them of any covenant, agreement or obligation of Tenant contained in this Lease with the same effect as though performed by Tenant.
- (c) If this Lease shall be terminated for any reason hereunder by Landlord, or in the event of the rejection or disaffirmance of this Lease pursuant to any bankruptcy law or other law affecting creditors' rights, Landlord will enter into a new lease of the Premises (on the same terms as this Lease) with the Lender, or any party designated by the Lender, not less than ten (10) nor more than thirty (30) days after the request of the Lender referred to below, for the remainder of the Term of this Lease, effective as of the date of such termination, rejection or disaffirmance, upon all the terms and provisions contained in this Lease, provided that the Lender makes a written request to Landlord for such new lease within thirty (30) days after the effective date of such termination, rejection or disaffirmance, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by the Lender or the party designated by the Lender to be the lessee thereunder, and the Lender cures all defaults under this Lease which can be cured by the payment of money and pays Landlord all Rent, Additional Rent and other sums which would sat the time of such execution and delivery be due and payable by Tenant under this Lease but for such rejection, disaffirmance or termination. If the Lender designates another party to enter into such new lease, Landlord must approve such new party, which approval shall not be unreasonably withheld. If the Lender, or the party so designated by the Lender, shall have entered into a new lease with Landlord pursuant to this Section 1.14(c), then any default under this Lease which cannot be cured by the payment of money shall be deemed cured. Any new lease made pursuant to this Section 1.14(c) shall have the same priority with respect to other interests in the Premises as this Lease and shall be accompanied by a conveyance of Landlord's interest, if any, to the Improvements (free of any mortgage or other lien, charge or encumbrance created or suffered to be created by Landlord except for any mortgage permitted by Section 1.05 hereof) for a term of years equal in duration to the term of the new lease as the same may be extended pursuant to the provisions of said new lease, subject, however, to any lease of the Improvements theretofore made by Tenant, as lessor, or any sublessee thereof, which is then in effect. The provisions of this Section 1.14(c) shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full effect thereafter to the same extent as if this Section 1.14(c) were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Lease to the date of execution and delivery of such new lease, the Lender may use and enjoy the leasehold estate created by this Lease without hindrance by Landlord.
- (d) If Landlord shall elect to terminate this Lease pursuant to any provision hereof, and Lender does not exercise its rights set forth in Section 1.14(c) of this Lease, then the Lender shall have the right to postpone and extend the specified date for the termination of this Lease for a period sufficient to enable the Lender or its designee to acquire Tenant's interest in this Lease by foreclosure of the Mortgage or otherwise, provided, however, that no such extension of the date of the termination of this Lease shall exceed one hundred twenty (120) days following Landlord's election. In case the Tenant's interest under this Lease shall be sold, assigned or otherwise transferred pursuant to the exercise of any right, power or remedy of the Lender under a Mortgage, or pursuant to judicial proceedings, or by transfer and assignment in lieu

thereof, Landlord within thirty (30) days after receiving written request therefore, and upon payment of all reasonable expenses, including reasonable attorneys' fees incident thereto, will execute and deliver such instrument or instruments as may be required to confirm such sale, assignment or other transfer of the Tenant's interest under this Lease.

- (e) The Lender, or its agents or employees or independent contractors retained or appointed by it, shall have the right to enter upon the Premises at any time prior to the termination of this Lease, for the purpose of making any inspections of the Premises or for the purpose of curing any default by Tenant under this Lease, all without notice to, or approval of, Landlord, and Landlord hereby agrees to accept performance and compliance by any such Lender of a covenant, agreement, provisions, condition or limitation on Tenant's part to be kept, observed or performed hereunder, with the same force and effect as though kept, observed and performed by the Tenant.
- (f) If the Mortgage is in effect, none of the following acts shall be effective without the prior, express, written consent of the Lender: (i) any agreement between Landlord and Tenant for the cancellation, surrender, acceptance of surrender, termination or modification of this Lease, (ii) any purported cancellation or termination of this Lease by the Tenant pursuant to any provision hereof, including, without limitation, upon any default, breach or failure on the part of Landlord to perform any of its covenants or obligations hereunder, or (iii) any waiver, consent or release by Tenant of any of its rights or remedies hereunder or any forgiveness or waiver by Tenant of the performance of any covenants or obligations of Landlord hereunder.
- (g) The provisions of this Section 1.14 are for the benefit of the Lender and may be relied upon and shall be enforceable by the Lender. Neither the Lender nor any other holder or owner of the obligations secured by any Mortgage or otherwise shall be liable upon the covenant, agreements or obligations of Tenant contained in this Lease, unless and until the Lender or such holder or owner becomes the lessee hereunder.

Section 1.15 Landlord's Representations and Warranties.

Landlord represents and warrants that:

- (a) Landlord 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 Landlord has been duly and validly authorized and all requisite action has been taken by Landlord to make this Lease valid and binding upon Landlord and enforceable in accordance with its terms.
- (b) This Lease constitutes the valid and legally binding obligations of Landlord 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) There are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority (whether purportedly on behalf of Landlord) pending or, to the knowledge of Landlord, overtly threatened against Landlord, 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 Landlord.
- (d) All consents, approvals and authorizations required for the execution, delivery and performance of this Lease by Landlord 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 Landlord, or is required as a condition to the validity or enforceability of this Lease against Landlord. 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 Landlord or affects the validity of this Lease.

- (e) Landlord 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 Landlord. 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 Landlord's governing 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 Landlord 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) Landlord is not in default with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Authority that would have a material adverse effect on this Lease or that would prevent the execution, delivery or performance of Landlord's obligations under this Lease. Landlord is complying in all respects with all laws, statutes, regulations, rules and orders of all Governmental Authorities applicable to Landlord.

Section 1.16 Tenant's Representations and Warranties.

Tenant represents and warrants that:

- (a) Tenant 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 Tenant has been duly and validly authorized and all requisite action has been taken by Tenant to make this Lease valid and binding upon Tenant and enforceable in accordance with its terms.
- (b) This Lease constitutes the valid and legally binding obligations of Tenant 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) There are no actions, suits or proceedings at law or in equity or by or before any Governmental Authority (whether purportedly on behalf of Tenant) pending or, to the knowledge of Tenant, overtly threatened against Landlord, 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 Tenant.
- (d) All consents, approvals and authorizations required for the execution, delivery and performance of this Lease by Tenant 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 Tenant, or is required as a condition to the validity or enforceability of this Lease against Tenant. 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 Tenant or affects the validity of this Lease.

- (e) Tenant 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 Tenant. 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 Tenant's governing 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 Tenant 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) Tenant is not in default with respect to any judgment, order, writ, injunction, decree or decision of any Governmental Authority that would have a material adverse effect on this Lease or that would prevent the execution, delivery or performance of Tenant's obligations under this Lease. Tenant is complying in all respects with all laws, statutes, regulations, rules and orders of all Governmental Authorities applicable to Tenant.

Section 1.17 Landlord's Environmental Representations and Warranties.

Based solely on the Phase I Environmental Report regarding the Premises obtained by the County and dated as of June 27, 2014 and the Phase I Environmental Report regarding the Premises obtained by the County and dated as of November 14, 2023 (each of which reports have been disclosed to Tenant), and not based on any other investigation or due diligence by Landlord regarding the past or present condition of, or claims regarding, the Property related to Environmental Laws (as defined below), of which no such investigation or due diligence has been performed by Landlord, Landlord represents and warrants to Tenant with respect to the Premises:

- (a) 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;

- (b) (A) no notices, complaints or orders of violation or non-compliance with Environmental Laws have been received by Landlord and, to Landlord'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 Landlord, the Premises or any person or entity for whose liability for any such claim Landlord 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 Landlord with respect to the Premises under any Environmental Law; and (C) neither the Premises nor Landlord 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;
- (c) (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) Landlord 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 Landlord 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, Landlord in relation to the Premises which have not been made available to Tenant;
- (d) Landlord 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;
- (e) Landlord has undertaken a satisfactory inquiry into the previous ownership and uses of the Premises consistent with good commercial practice; and
- (f) Landlord has no knowledge and it is not expected that Tenant'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.

Section 1.18 Surrender.

Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to the possession of Landlord in the condition in which the Premises were originally received from Landlord, except as improved, repaired, rebuilt, restored, altered or added as permitted or required under this Lease, the Development Agreement, the

Development and Operations Plan and pursuant to the Master Development Plan. Surrender of the Premises to Landlord shall include, without any compensation therefor, the surrender of any Improvements constructed on the Premises by (a) Tenant pursuant to this Lease, (b) Tenant, an affiliate of Tenant or a third party pursuant to future sub-ground leases entered into by Tenant and any affiliates of Tenant, and/or (c) any third party sublessees of Tenant for the development of Improvements within the Premises in accordance with the Development Agreement and the Development and Operations Plan, provided, however, that should any Improvement be developed and constructed on a portion of the Premises subject to a Property Option (as defined in the Master Ground Lease), such Improvements and their associated Option Property (as defined in the Master Ground Lease) shall be excluded from any surrender of all remaining portions of the Premises. Tenant, if an Event of Default does not then exist, shall have the right to remove from the Premises on or prior to such expiration or termination all personal property situated thereon which is not owned by Landlord, or at its election, to allow such property to remain on the Premises, but Tenant shall be required to repair, at its expense, any damage to the Premises resulting from any such removal. Such personal property not so removed shall become the property of Landlord. The provisions of this Section 1.18 shall survive the termination or expiration of this Lease.

Section 1.19 Taxes, Assessments and Compliance with Laws.

- (a) Except as otherwise expressly provided in this Section 1.19, Tenant shall pay, prior to delinquency, (i) all taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time during the Initial Term or the Primary Term, imposed or levied upon or assessed against (A) the Premises, (B) any Rent, Additional 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; (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 Rent Additional Rent or other sums payable hereunder; (iii) all sales, value added, ad valorem, 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; and (iv) all charges of utilities, communications and similar services serving the Premises. Tenant shall not be required to pay any franchise, estate, inheritance, transfer, net income or similar tax of Landlord (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 Tenant is required to pay pursuant to this Section 1.19(a), 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 Landlord 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 Tenant and Tenant shall pay and discharge the same as herein provided (collectively, "Impositions"). In addition to the foregoing, Tenant 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. Tenant shall furnish to Landlord, within ten (10) Business Days after the due date thereof, proof of payment of all such Impositions. If any Imposition may legally be paid in installments, Tenant may pay such Imposition in installments; in such event, Tenant shall be liable only for installments which become due and payable during the Primary Term. This Section 1.19(a) shall be subject to the terms and provisions of Section 1.11 of this Lease.
- (b) Subject to the provisions of Section 1.11 of this Lease, Tenant 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) all contracts (including but not limited to insurance policies), agreements, covenants, conditions and restrictions now or hereafter applicable to the Premises, or the ownership, operation, use or possession thereof and existing on the date hereof or hereafter entered into with the consent of Tenant (collectively, "Legal Requirements"), including but not limited to all such Legal Requirements which require structural, unforeseen or extraordinary changes.

- (c) Except for ordinary and general office supplies, such as copier, toner, liquid paper, glue, ink and common household materials, all of which are used, stored and disposed of in compliance with all applicable federal, state and local laws, rule and regulations and in quantities not in excess of those reasonably necessary to conduct the permitted uses of the premises under this Lease, Tenant agrees not to introduce any Hazardous Substances in, on or adjacent to the Premises without (i) obtaining Landlord's prior written approval, (ii) providing Landlord with sixty (60) days' prior written Notice of the exact amount, nature and manner of intended use of such Hazardous Substances, and (iii) complying with all applicable federal, state and local laws, rules, regulations, policies and authorities relating to the storage, use, disposal and clean-up of Hazardous Substances, including, but not limited to, the obtaining of all proper permits. Notwithstanding the foregoing, to the extent that the use of ammonia or other chemicals in conjunction with the production of ice within that certain Improvement identified as "MQ Iceplex" on the Master Development Plan (such Improvement referred to as "MQ Iceplex" elsewhere in this Lease) is compliant with applicable Environmental Laws and Legal Requirements, the use, storage and disposal of such chemicals shall not be in violation of this Section 1.19(c).

- (i) Tenant shall immediately notify Landlord of any inquiry, test, investigation, or enforcement proceeding by, against or directed at Tenant or the Premises concerning Hazardous Substances. Tenant acknowledges that Landlord, as the master ground lessee, shall have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve, and appeal, at Tenant's expense, any action taken or order issued by any applicable governmental authority with regard to Hazardous Substances used, stored, disposed of or released on or from the Premises by Tenant or its agents, employees, contractors or invitees. Notwithstanding the foregoing, with respect to any inspections or tests conducted as a part of routine Legal Requirements and compliance with applicable Environmental Laws associated with the use of ammonia or other chemicals within MQ Iceplex in the manner described in Section 1.19(c) of this Lease, such tests or inspections shall not be subject to the provisions of this Section 1.19(c)(i).

- (ii) If Tenant's storage, use, disposal or release of any Hazardous Materials in, on or adjacent to the Premises results in any contamination of the Premises, the soil, surface or groundwater thereunder or the air above or around the Premises (a) requiring remediation under federal, state or local statutes, ordinances, regulations or policies, or (b) at levels which are unacceptable to Landlord, in Landlord's sole and absolute discretion, Tenant agrees to clean-up the contamination immediately, at Tenant's sole cost and expense. Tenant further agrees to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs, damages, loss and fees, including reasonable attorneys' fees and costs, arising out of or in connection with (y) any clean-up work, inquiry or enforcement proceeding relating to Hazardous Materials currently or hereafter used, stored, disposed of or released by Tenant or its agents, employees, contractors or invitees on or about the Premises, and (z) the use, storage, disposal or release by Tenant or its agents, employees, contractors or invitees of any Hazardous Materials on or about the Premises.

- (iii) Notwithstanding any other right of entry granted to Landlord under this Lease, Landlord shall have the right to enter the Premises or to have consultants enter the Premises throughout the Term at reasonable times for the purpose of determining: (a) whether the Premises are in conformity with federal, state and local statutes, regulations, ordinances and policies, including those pertaining to the environmental

condition of the Premises; (b) whether Tenant has complied with this Section 1.19(c); and (c) the corrective measures, if any, required of Tenant to ensure the safe use, storage and disposal of Hazardous Materials. Tenant agrees to provide access and reasonable assistance for such inspections. Such inspections may include, but are not limited to, entering the Premises with machinery for the purpose of obtaining laboratory samples. Landlord shall not be limited in the number of such inspections during the Term. If, during such inspections, it is found that Tenant's use, storage, disposal or release of Hazardous Materials constitutes a violation of this Lease, in addition to any other remedies available to Landlord by reason of such violation, Tenant shall reimburse Landlord for the cost of such inspections within ten (10) days of receipt of a written statement therefor. If such consultants determine that the Premises are contaminated with Hazardous Substances or in violation of any applicable Environmental Law, Tenant shall, in a timely manner, at its expense, remove such Hazardous Substances or otherwise comply with the recommendations of such consultants to the reasonable satisfaction of Landlord and any applicable governmental agencies. If Tenant fails to do so, Landlord, at its sole discretion, may, in addition to all other remedies available to Landlord under this Lease and at law and in equity, cause the violation and the contamination to be remedied at Tenant's sole cost and expense. The right granted to Landlord herein to inspect the Premises shall not create a duty on Landlord's part to inspect the Premises, or liability of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

(iv) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Substances used, stored, disposed of or released on or from the Premises by Tenant or its agents, employees, contractors, sublessees, or invitees and in a condition which complies with all governmental statutes, ordinances, regulations and policies, recommendations of consultants hired by Landlord, and such other reasonable requirements as may be imposed by Landlord. Notwithstanding the foregoing, the surrender of MQ Iceplex, as a part of the Premises, may be subject to the surrender of all stored and used chemicals utilized in the making of ice, including ammonia which shall not constitute a violation of this Section 1.19(c)(iv), provided, further, that the storage and utilization of ammonia or other chemicals utilized in the process of making ice at MQ Iceplex during the term of this Lease, so long as such storage and use are in compliance with applicable Environmental Laws and Legal Requirements, shall not, does not and did not constitute a breach of this Section 1.19(c)(iv).

(v) Tenant's obligations under this Section 1.19 and all indemnification obligations of Tenant under this Lease shall survive the expiration or earlier termination of this Lease.

ARTICLE II. RENT

Section 2.01 Tenant Account.

Simultaneously with the closing of the MQ Phase I Financing (as defined in the Master Ground Lease), Tenant shall establish a deposit account (the "Phase I Tenant Account") with the Securitization Trustee (as defined in the Master Ground Lease). If there are any fees charged by the Securitization Trustee for the establishment or maintenance of the Phase I Tenant Account that are in addition to the fees charged by the Securitization Trustee for providing its services under the Phase I Ground Lease Direction Letter (as defined below), such fees shall be borne solely by Landlord.

Section 2.02 Landlord Account.

Simultaneously with the closing of the MQ Phase I Financing, Landlord shall establish a deposit account (the "Phase I Landlord Account") with the Securitization Trustee. If there are any fees charged by the Securitization Trustee for the establishment or maintenance of the Phase I Landlord Account that are in addition to the fees charged by the Securitization Trustee for providing its services under the Phase I Ground Lease Direction Letter (as defined below),

such fees shall be borne solely by Landlord.

Section 2.03 Direction Letter.

Simultaneously with the closing of the MQ Phase I Financing, Tenant, Landlord, Lender and the Securitization Trustee shall execute and deliver a letter directive to the Securitization Trustee, a copy of which is attached to this Lease as Exhibit G (the "Phase I Ground Lease Direction Letter").

Section 2.04 Phase I Lease Proceeds.

In accordance with the Phase I Ground Lease Direction Letter, Tenant shall deposit to the Phase I Tenant Account one hundred percent (100%) of (A) the County Third Level Rent (as defined in the Phase I Lease), (B) Phase I County Third Level Rent Deficiency Payments (as defined in the Phase I Lease) and (C) the County Cash Flow Rent (as defined in the Phase I Lease) received by Tenant under the Phase I Lease within the Owner Phase I Lease Account ("Phase I Lease Deposits"). Phase I Lease Deposits shall be made by the Securitization Trustee on behalf of Tenant pursuant to the Phase I Ground Lease Direction Letter, via book transfer from the Phase I Tenant Account to the Phase I Landlord Account within five (5) Business Days of the receipt of any Phase I Lease Payment (as defined below), but not later than the fifteenth (15th) day after the end of each calendar quarter as reflected on Schedule E to this Lease. In accordance with the Phase I Ground Lease Direction Letter, the Securitization Trustee will provide written notice to Landlord, Tenant and Mortgagee of each transfer of Phase I Lease Deposits to the Phase I Landlord Account within five (5) Business Days of the transfer thereof (each a "Ground Lease Deposit Notice"). The term "Phase I Lease Payment" means the payments of County Third Level Rent, Phase I County Third Level Rent Deficiency Payments and County Cash Flow Rent made to the Owner Phase I Lease Account from the County Phase I Lease Account.

Section 2.05 Payment of Rent.

All rent due under this Lease (Tenant Basic Rent, Tenant Cash Flow Rent, Tenant Additional Rent, as each is hereinafter defined and together sometimes referred to as "Rent") shall, in accordance with the Phase I Ground Lease Direction Letter, be paid by the Securitization Trustee on behalf of Tenant to Landlord in the form of a book transfer from the Phase I Tenant Account to the Phase I Landlord Account.

Section 2.06 Rent Payment Dates.

Rent shall be paid semi-annually, in arrears, no later than the July 31 and March 1 of each calendar year during the Primary Term not later than 2:00 PM (New York City time) (each a "Rent Payment Date").

Section 2.07 Tenant Basic Rent.

On each Rent Payment Date, from Phase I Lease Deposits available within the Phase I Tenant Account, Tenant shall first pay, in priority to Tenant Additional Rent and Tenant Cash Flow Rent, the amounts set forth on Schedule F to this Lease ("Tenant 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 Tenant 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) Upon any update to Schedule H of the Master Ground Lease pursuant to the provisions of the Master Ground Lease, such updated Schedule H shall be forwarded by Landlord to Tenant (each such updated Master Ground Lease Schedule H, a "Phase I Updated Ground Rent Schedule"). Within ten (10) Business Days of the receipt of a Phase I Updated Ground Rent Schedule, Landlord shall amend Schedule F to reflect, for the period covered by the Phase I Updated Ground Rent Schedule, any adjustment to the original amounts set forth on Schedule F to this Lease for the same period covered by the Phase I Updated Ground Rent Schedule. Unless and until Landlord remits to Tenant a Phase I Updated Ground Rent Schedule, for any Rent Payment Date the Tenant Basic Rent shall remain as reflected on the then-current version of Schedule F to this Lease. Each time Landlord updates Schedule F to this Lease, Landlord shall provide

written Notice to Tenant, Lender and the Securitization Trustee consisting of the Phase I Updated Ground Rent Schedule. Updated Phase I Ground Rent Schedules shall have no impact whatsoever on any Tenant Basic Rent Deficiency Notices and their associated Phase I Tenant Basic Rent Memorandum Accounts and any amounts remaining to be paid on such Phase I Tenant Basic Rent Memorandum Accounts shall continue to be paid in accordance with the provisions of this Lease.

- (b) On any Rent Payment Date, if the funds available within the Phase I Landlord Account are insufficient to pay in full the Tenant Basic Rent due and owing on such Rent Payment Date (a "Phase I Tenant Basic Rent Deficiency"), then pursuant to the Phase I Ground Lease Direction Letter the Securitization Trustee will provide written notice to Landlord, Tenant and Mortgagee of such deficiency and its amount (a "Phase I Tenant Basic Rent Deficiency Notice").
- (c) Upon receipt of a Phase I Tenant Basic Rent Deficiency Notice, Tenant shall cause its independent accounting firm to create a memorandum account within Tenant's financial records in the amount of such Phase I Tenant Basic Rent Deficiency that includes a per diem calculation of the annual accrual of interest at the Rate (as defined in the Master Ground Lease) on the principal amount of such Phase I Tenant Basic Rent Deficiency (the "Phase I Tenant Basic Rent Memorandum Account"), with written Notice consisting of the Phase I Tenant Basic Rent Memorandum Account to be provided by Tenant to Landlord, Mortgagee and the Securitization Trustee within five (5) Business Days of the date of the Phase I Tenant Basic Rent Deficiency Notice. If following the issuance of the initial Phase I Tenant Basic Rent Deficiency Notice any further Phase I Tenant Basic Rent Deficiency Notices are issued by the Securitization Trustee, Tenant shall cause its independent accounting firm to create separate Phase I Tenant Basic Rent Memorandum Accounts for each such Phase I Tenant Basic Rent Deficiency and shall provide the written Notice required by this Section 2.07(c).
- (d) With each subsequent Phase I Lease Deposit following the issuance of a Phase I Tenant Basic Rent Deficiency Notice there remains an unpaid Phase I Tenant Basic Rent Memorandum Account, Tenant shall provide Landlord, Mortgagee and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase I Tenant Basic Rent Memorandum Account prepared by its independent accounting firm. The delivery of such reconciled Phase I Tenant Basic Rent Memorandum Accounts shall be provided by Sublessee simultaneously with each subsequent Phase I Lease Deposit until all Phase I Tenant Basic Rent Memorandum Accounts are paid in full.
- (e) On each Rent Payment Date following the issuance of a Phase I Tenant Basic Rent Deficiency Notice and if there exists an unpaid Phase I Tenant Basic Rent Memorandum Account, to the extent that each of (A) currently due Tenant Basic Rent has been paid in full, if there remain Phase I Lease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Ground Lease Direction Letter, use any such remaining Phase I Lease Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase I Tenant Basic Rent Memorandum Accounts (a "Phase I Tenant Basic Rent Deficiency Payment").
- (f) On each Rent Payment Date following the issuance of a Phase I Tenant Basic Rent Deficiency Notice, unless and until all existing Phase I Tenant Basic Rent Memorandum Accounts are paid in full pursuant to Phase I Tenant Basic Rent Deficiency Payments, pursuant to the Phase I Ground Lease Direction Letter the Securitization Trustee will continue to make Phase I Tenant Basic Rent Deficiency Payments after all currently due Tenant Basic Rent has been paid on such Rent Payment Date and the Securitization Trustee will not (A) make payment of Tenant Additional Rent or on any Tenant Additional Rent Memorandum Accounts or (B) make any payment of Tenant Cash Flow Rent.

Section 2.08 Tenant Additional Rent.

On any Rent Payment Date, from excess Phase I Lease Deposits available in the Phase I Tenant Account after payment of current Tenant Basic Rent and any outstanding Phase I Tenant Basic Rent Memorandum Accounts, Tenant shall pay from such remaining Phase I Lease Deposit proceeds, and in priority to the payment of Cash Flow Rent, if due and owing, all taxes, costs, expenses and amounts which Tenant is required to pay pursuant to this Lease, 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 Phase I Tenant Basic Rent Deficiency Payments on Phase I Tenant Basic Rent Memorandum Accounts (collectively, "Tenant 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 Tenant 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.

- (a) On any Rent Payment Date, if the funds available within the Phase I Tenant Account are insufficient to pay in full the Tenant Additional Rent due and owing on such Rent Payment Date (a "Phase I Tenant Additional Rent Deficiency"), then pursuant to the Phase I Ground Lease Direction Letter the Securitization Trustee will provide written notice to Landlord, Mortgagee and the Securitization Trustee of such deficiency and its amount (a "Phase I Tenant Additional Rent Deficiency Notice").
- (b) Upon receipt of a Phase I Tenant Additional Rent Deficiency Notice, Tenant shall cause its independent accounting firm to create a memorandum account on its books in the amount of such Phase I Tenant 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 Tenant Additional Rent Deficiency (the "Phase I Tenant Additional Rent Memorandum Account"), with written Notice consisting of the Phase I Tenant Additional Rent Memorandum Account to be provided by Lessee to Landlord, Mortgagee and the Securitization Trustee within five (5) Business Days of the date of the Phase I Tenant Additional Rent Deficiency Notice. If following the issuance of the initial Phase I Tenant Additional Rent Deficiency Notice any further Phase I Tenant Additional Rent Deficiency Notices are issued by the Securitization Trustee, Lessee shall cause its independent accounting firm to create separate Phase I Tenant Additional Rent Memorandum Accounts for each such Phase I Tenant Additional Rent Deficiency and shall provide the written Notice required by this Section 2.08(b).
- (c) With each subsequent Phase I Lease Deposit following the issuance of a Phase I Tenant Additional Rent Deficiency Notice there remains an unpaid Phase I Tenant Additional Rent Memorandum Account, Lessee shall provide Landlord, Mortgagee and the Securitization Trustee with written Notice consisting of an updated reconciliation of each existing Phase I Tenant Additional Rent Memorandum Account. The delivery of such reconciled Phase I Tenant Additional Rent Memorandum Accounts shall be provided by Lessee simultaneously with each subsequent Phase I Lease Deposit until all Phase I Tenant Additional Rent Memorandum Accounts are paid in full.
- (d) On each Rent Payment Date following the issuance of a Phase I Tenant Additional Rent Deficiency Notice and if there exists an unpaid Phase I Tenant Additional Rent Memorandum Account, to the extent that each of (A) currently due Tenant Basic Rent, (B) all outstanding Phase I Tenant Basic Rent Memorandum Accounts, and (C) currently due Tenant Additional Rent have been paid in full, if there remain Phase I Lease Deposit proceeds, the Securitization Trustee will, pursuant to the Phase I Ground Lease Direction Letter, use any such remaining Phase I Lease Deposit proceeds (or portion thereof, as applicable) to make partial or complete payment on any outstanding Phase I Tenant Additional Rent Memorandum Accounts (a "Phase I Tenant Additional Rent Deficiency Payment").
- (e) On each Rent Payment Date following the issuance of a Phase I Tenant Additional Rent Deficiency Notice, unless and until all existing Phase I Tenant Additional Rent Memorandum Accounts are paid in full pursuant to Phase I Tenant Additional Rent Deficiency Payments, pursuant to the Phase I ground Lease

Direction Letter the Securitization Trustee will continue to make Phase I Tenant Additional Rent Deficiency Payments after all currently due Basic Rent and Additional Rent have been paid on such Rent Payment Date and the Securitization Trustee will not make any payment of Tenant Cash Flow Rent.

Section 2.09 Tenant Cash Flow Rent.

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

Section 2.10 Rate.

Tenant shall pay to Landlord interest at the Rate (but in no event shall the Rate exceed the maximum amount permitted by law), on all overdue Tenant Basic Rent and/or Additional Rent (as reflected on Phase I Tenant Basic Rent Memorandum Accounts and Phase I Tenant Additional Rent Memorandum Accounts) from the Rent Payment Date on which such Tenant Basic Rent or Additional Rent, as applicable, was due until paid. In addition, if Tenant fails to make timely payment of Tenant Basic Rent or Tenant Additional Rent to Landlord on any Rent Payment Date, Tenant shall pay a late charge equal to five percent (5%) of the amount so past due, on the initial occasion of any such Rent being past due. Tenant shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Tenant Basic Rent, Tenant Additional Rent, Tenant Cash Flow Rent and any other sum due hereunder when due and payable, without offset, notice or demand.

ARTICLE III. CONDEMNATION AND CASUALTY

Section 3.01 General Provisions.

- (a) Tenant may, at its expense, demolish any Improvements existing on the date hereof, make additions to alterations of the Improvements and/or construct new or additional Improvements, and Tenant may remove and make substitutions and replacements for any Improvements, provided that (i) the fair market value of the Premises (considered as unimproved) shall not be lessened thereby, and (ii) such work shall be performed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies required to be maintained by Tenant hereunder. All such additions, alterations, substitutions and replacements shall be the property of Tenant. Tenant shall promptly pay all costs and expenses of each such addition, alteration, removal, substitution or replacement and shall discharge all liens filed against the Premises arising out of the same, provided that Tenant shall have no obligation to discharge any mechanic's, laborer's, materialmen's, supplier's or vendor's lien if payment is not yet due under the contract which is the foundation thereof or if Tenant is contesting such mechanic's, laborer's, materialmen's, supplier's or vendor's lien in accordance with the requirements of Section 1.11 of this Lease. Tenant shall procure and pay for all permits and licenses required in connection with any such addition, alteration, removal, substitution or replacement.
- (b) In the event that the construction of the Improvements is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Landlord will, at Tenant's request, cooperate with and assist Tenant in obtaining waivers or variances from such requirements and Landlord will execute all documents evidencing Landlord's agreement to the elimination of such requirements. Landlord agrees that this Section 3.01(b) shall survive the termination of this Lease.

Section 3.02 **Condemnation.**

- (a) Landlord irrevocably assigns to Tenant any award, compensation or insurance payment to which Landlord may become entitled by reason of Tenant'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"), subject to any rights of Landlord with respect thereto as hereinafter provided. For purposes of this Lease, all amounts payable pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of such taking shall be deemed to constitute an award made in such proceeding, and all awards, compensations on account of any Condemnation are hereinafter collectively referred to as "Compensation." Tenant may appear in any such proceeding or action, to negotiate, prosecute and adjust any claim for any Compensation with respect to the Premises, and Tenant shall collect any such Compensation. Landlord shall be entitled to participate in any such proceeding, action, negotiation, prosecution or adjustment. All Compensation with respect to the Premises shall be applied pursuant to this Section 3.02, and all such Compensation (less the expense of collecting such Compensation) is herein called the "Net Proceeds." Landlord shall have no interest in any Compensation, or any portion thereof, made in respect of the Improvements, all of which shall belong to, and be paid to, Tenant.
- (b) If 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"), then Tenant may, not later than one hundred fifty (150) days after such Condemnation, deliver to Landlord (i) notice of its intention to terminate this Lease on the next Rent Payment Date (the "Termination Date") which occurs not less than thirty (30) days after the delivery of such notice, and (ii) a certificate of Tenant describing the event giving rise to such termination and stating that Tenant 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. This Lease shall terminate on the Termination Date, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to the Termination Date, upon payment by Tenant of all Rent, Additional Rent and other sums then due and payable hereunder to and including the Termination Date.
- (c) If, after a Condemnation, Tenant does not give notice of its intention to terminate this Lease as provided in Section 3.02(b), then this Lease shall continue in full force and effect. To the extent that Tenant incurs costs in repairing any damage to the Premises caused by a Condemnation and such costs exceed Tenant's allocable share of the Net Proceeds (as determined pursuant to Section 3.02(d) of this Lease), Tenant shall be entitled to receive such portion of Landlord's allocable share of the Net Proceeds (as determined pursuant to Section 3.02(d) hereof) to complete such repair, but only against certificates of Tenant or a sublessee of Tenant delivered to Landlord from time to time as such repair progresses, each such certificate describing the work for which Tenant is requesting payment and the cost incurred by Tenant in connection therewith and stating that Tenant has not theretofore received payment for such work. In the event of any temporary requisition, this Lease shall remain in full effect and Tenant shall be entitled to receive the Net Proceeds allocable to such temporary requisition, 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 Landlord.
- (d) All Compensation shall be paid as follows: (i) if on account of the Premises, allocated between Landlord and Tenant in accordance with the relative values of their respective interests in the Premises, taking into account the terms of this Lease, and (ii) if on account of the Improvements, to Tenant. If the Compensation in question does not specifically identify the amount allocable to the Premises and the amount allocable to the Improvements or does not properly allocate the amount allocable to the Premises between Landlord and Tenant based on their respective interests as provided above, then, and in such event, such amounts

shall be determined in the following manner: Landlord and Tenant shall each appoint a Qualified Appraiser, and the amount of the Compensation in question allocable to the Premises and the Improvements, respectively or the allocation between Landlord and Tenant of the amount of the Compensation allocable to the Premises, as the case may be, shall be as determined by the two (2) Qualified Appraisers so appointed within a period of no less than thirty (30) Business Days. If the appointed Qualified Appraisers are unable to agree upon such allocation, the allocation shall be determined by a third Qualified Appraiser (selected by the originally appointed Qualified Appraisers) within an additional period of thirty (30) Business Days. For purposes of this Lease, the term "Qualified Appraiser" means an appraiser that is a member in good standing of the American Institute of Real Estate Appraisers or any organization succeeding thereto, having at least ten (10) years of experience in the evaluation of commercial real estate and be located and practicing in the State of Arizona. Landlord and Tenant each shall bear the costs of its respective Qualified Appraiser and shall share equally the cost of the third Qualified Appraiser, if such third Qualified Appraiser is required.

Section 3.03 Insurance and Casualty.

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

(i) Commercial General Liability covering the Premises and 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 Twenty Million Dollars (\$20,000,000) per occurrence and in the aggregate on a per location basis. Policy limits required can be met with any combination of primary, umbrella or excess policies of insurance.

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

(iii) Special Causes of Loss Property Insurance covering tenant's furniture, fixtures, merchandise, and personal property in, on or about the Premises, and all leasehold improvements to the Premises specifically including any heating and cooling facilities serving the Premises which may be located outside the Premises. Such insurance (A) shall be written on a replacement cost basis in an amount at least equal to one hundred percent (100%) of the replacement cost of the insured property, subject to reasonable deductibles approved by Landlord and Lender; (B) shall provide protection against perils that are covered under the Special Causes of Loss insurance form, naming Lender and Landlord and such other parties as Lender or Landlord may reasonably determine as additional loss payees as their interests may appear; and (C) business income with extra expense insurance (ISO form CP 00 30, or equivalent acceptable to Lender and Lessor) in an

amount reasonably acceptable to Lender and Landlord 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 Tenant or any other party at any time before or after the delivery of the Premises to Tenant.

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

(v) Insurance against loss or damage with respect to the Premises and any Improvements by fire, vandalism, burglary, theft, riot, mold, flood (if the Project or any Improvement is located in any designated flood zone), hurricane (including wind and hail), terrorism, earthquake and other hazards, including, without limitation, mold, insured against by a standard form of extended coverage, in an amount not less than the greater of (x) full replacement cost of the Improvements, including, without limitation, the cost of debris removal (exclusive of the cost of street, infrastructure, excavations, foundations and footings below the lowest basement floor) and (y) the then outstanding principal balance of 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 3.03(c) shall provide "Replacement Cost Coverage" and shall provide that the insurer or insurers thereunder shall pay the full cost of any repairs or restoration of the Premises or the Improvements to its or 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 payments under the MQ Phase I Financing.

(vii) During such time as any construction or reconstruction on the Land or major repair of the Project 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, Tenant 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 lease, use, occupancy, or maintenance of the Premises.

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

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

(c) During such time as any construction or reconstruction on the Land or major repair of the Project 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.

(d) 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, Tenant shall deliver to Landlord and Lender copies of policies of liability insurance required under Section 3.4(a) or at Lender's and Landlord's election, certificates with endorsements evidencing the existence and amounts of such insurance, and naming Landlord, Lender, any indemnified party under this Lease and such other parties as Landlord and Lender may require, as additional insureds on a primary non-contributory basis thereunder. All such policies and certificates of insurance shall be on forms reasonably acceptable to Lender and Landlord and shall state explicitly that such insurance shall not be cancelable or subject to reduction of coverage or other modification except upon at least thirty (30) days' advance writing notice by the insurer to Lender and Landlord. All deductible amounts in the insurance required to be carried by Tenant hereunder shall be subject to Lender's and Landlord's reasonable approval. Tenant shall furnish Lender and Landlord with renewals or "binders" thereof, or Lender and Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant 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.

(e) Notwithstanding any other provision in this Lease to the contrary, Tenant and Landlord 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. Landlord and Tenant shall, upon obtaining the policies of insurance required under this Sublease, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(f) The requirements of this Section 3.4 shall not be construed to negate or modify tenant's obligations under Section 1.09 of this Lease.

ARTICLE IV. EVENTS OF DEFAULT AND REMEDIES

Section 4.01 Events of Default.

Any of the following occurrences or acts shall constitute an "Event of Default" under this Lease:

- (a) Tenant's repudiation or contest of the Phase I Ground Lease Direction Letter;
- (b) Landlord's repudiation or contest of the Phase I Ground Lease Direction Letter;
- (c) if any representation or warranty of Tenant set forth herein or in any notice, certificate, demand, request or other document or instrument delivered to Landlord or the Lender in connection with this Lease shall prove to be incorrect in any material respect as of the time when the same shall have been made;
- (d) if any representation or warranty of Landlord set forth herein or in any notice, certificate, demand, request or other document or instrument delivered to Tenant or Lender in connection with this Lease shall prove to be incorrect in any material respect as of the time when the same shall have been made;
- (e) if Tenant 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 Tenant 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 Tenant 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) Business Days after the filing thereof;
- (f) if a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant shall be appointed in any judicial proceeding brought by Tenant, or if any such receiver, trustee or liquidator shall be appointed in any judicial bankruptcy proceeding brought against Tenant and shall not be discharged within ninety (90) Business Days after such appointment, or if Tenant shall consent to or acquiesce in such appointment;
- (g) if Tenant shall fail to maintain any insurance required to be maintained by Tenant in accordance with the provisions of this Lease or if, within fifteen (15) Business Days after demand therefor, Tenant shall fail to deliver to Landlord and the Mortgagee any insurance policies required to be maintained pursuant to this Lease or a certificate, binder or other evidence of the renewal of any such insurance policies.

Section 4.02 Occurrence and Continuation of Default.

(a) If an Event of Default shall have occurred and be continuing, Landlord shall be entitled to all remedies available at law or in equity, subject to the prior written consent of Lender. Without limiting the foregoing, with the prior express written consent of Lender, Landlord shall have the right to give Tenant notice of Landlord's termination of this Lease. 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 Tenant hereunder shall expire and terminate, but Tenant shall remain liable as hereinafter provided.

(b) If an Event of Default shall have occurred and be continuing, Landlord shall, with the express prior written consent of Lender have the immediate right, whether or not the Term of this Lease shall have been terminated pursuant to Section 4.02(b) of this Lease, to re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, ejectment, any other legal action or in any lawful

manner Landlord determines to be necessary or desirable. Landlord 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 Landlord to terminate this Lease unless a notice of such termination is given to Tenant pursuant to Section 4.02(b) of this Lease.

(c) At any time or from time to time after a re-entry, repossession or removal pursuant to Section 4.02(b) of this Lease, and only with the express prior written consent of Lender, whether or not the Term of this Lease shall have been terminated pursuant to Section 4.02(b) of this Lease, Landlord may (but shall be under no obligation to) relet the Premises or any portion thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms and on such conditions and for such uses as Landlord, in its absolute discretion, may determine. Landlord may collect any rents payable by reason of such reletting.

(d) No expiration or termination of the Term of this Lease pursuant to Section 4.02(a) of this Lease, by operation of law or otherwise, and no re-entry, repossession or removal pursuant to Section 4.02(b) of this Lease or otherwise, and no reletting of the Premises pursuant to Section 4.02(c) of this Lease or otherwise, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession, removal or reletting.

(e) In the event of any expiration or termination of the Term of this Sublease or re-entry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, Tenant shall pay to Landlord all Tenant Basic Rent, Tenant Additional Rent, Tenant Cash Flow Rent and other sums required to be paid by Tenant, 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, Tenant 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 Landlord for, and shall pay to Landlord, as liquidated and agreed current damages: (i) all Tenant Basic Rent, Tenant Additional Rent, Tenant Cash Flow Rent and other sums which would be payable under this Lease by Tenant 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 Tenant pursuant to Section 4.02(c) of this Agreement, after deducting from such proceeds all reasonable expenses of Landlord 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). Tenant shall pay such liquidated and agreed current damages on the dates on which Tenant Basic Rent, Tenant Additional Rent and Tenant Cash Flow Rent that would be payable under this Lease in the absence of such expiration, termination, re-entry, repossession or removal, and Landlord shall be entitled to recover the same from Tenant on each such date.

(f) 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, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant'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 Tenant Basic Rent, Tenant Additional Rent, Tenant 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 Tenant shall have satisfied in full its obligations under Section 4.02(e) of this Lease 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 law shall limit the amount of liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such law.

(g) Notwithstanding anything to the contrary set forth in this Lease, no default by Landlord under the Development Agreement shall result in a default or Event of Default under this Lease or give rise to the right of Tenant to cancel or terminate this Lease or reduce or abate Tenant Basic Rent, Tenant Additional Rent or Tenant 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 Tenant.

ARTICLE V. NOTICE AND OTHER INSTRUMENTS

Section 5.01 Notices.

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 Landlord or Tenant 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. All Notices shall be addressed to the parties at the following addresses:

(a) If to Landlord: Mosaic Quarter Development LLC
1860 East River Road, Suite 325
Tucson, Arizona 85718
Attention: Francis J. Knott, Jr., Chief Executive Officer
Email: frank@mosaicquarter.com

With a copy to: Goulston & Storrs PC
1999 K Street, NW, Suite 500
Washington, DC 20006
Attention: Paul A. Tummonds, Jr., Esq.
Email: ptummonds@goulstonstorrs.com

(a) If to Tenant: MQD Phase I LLC
Mosaic Quarter Development LLC, Managing Member
1860 East River Road, Suite 325
Tucson, Arizona 85718
Attention: Francis J. Knott, Jr., Chief Executive Officer
Email: frank@mosaicquarter.com

With a copy to: Goulston & Storrs PC
1999 K Street, NW, Suite 500
Washington, DC 20006
Attention: Paul A. Tummonds, Jr., Esq.
Email: ptummonds@goulstonstorrs.com

(b) 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 5.02 Estoppel Certificates.

Landlord and Tenant 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 the other Party, execute, acknowledge and deliver to such requesting Party or to any prospective assignee or mortgagee or third party designated by such requesting Party, 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 Basic Rent and Additional Rent has been paid; and (iii) whether, to the knowledge of the certifying party there is any existing default under this Lease 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 Mortgagee, prospective mortgagee or assignee of the Premises.

Section 5.03 Memorandum of Lease.

Upon the execution and delivery hereof, Landlord and Tenant shall 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 Exhibit H attached hereto (the "Memorandum"). Tenant shall be responsible for all costs and expenses in connection with the recording of this Lease or the Memorandum.

ARTICLE VI. GENERAL PROVISIONS

Section 6.01 Governing Law.

LANDLORD AND TENANT HEREBY AGREE THAT THIS LEASE AND ALL MATTERS, SUITS (WHETHER IN EQUITY OR AT LAW), CAUSES OF ACTION, CLAIMS, CROSS-CLAIMS, COUNTERCLAIMS, DEMANDS, OBLIGATIONS, ACTIONS, SURVIVAL CLAIMS, RIGHTS TO DAMAGES, COSTS, ATTORNEYS' FEES OR EXPENSES OF ANY KIND OR IN ANY WAY RELATING TO THE SUBJECT MATTER OF THIS LEASE SHALL BE GOVERNED, INTERPRETED, CONSTRUED AND ENFORCED IN ALL RESPECTS BY THE INTERNAL LAWS, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF ARIZONA.

Section 6.02 Jurisdiction, Venue and Process.

EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF ARIZONA (AND ANY APPELLATE COURT FROM ANY SUCH COURT) IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE BROUGHT IN AND MAY BE HEARD AND DETERMINED IN SUCH FEDERAL OR STATE COURTS LOCATED IN THE STATE OF ARIZONA. EACH OF THE PARTIES HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO (a) ANY OBJECTION THAT IT MAY NOT OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE IN ANY STATE OR FEDERAL COURT LOCATED IN

THE STATE OF ARIZONA AND (b) THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT.

Section 6.03 Waiver of Trial by Jury.

EACH OF THE PARTIES HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY THE OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, WHICH RIGHT OR CLAIM RELATES DIRECTLY OR INDIRECTLY TO THIS LEASE, ANY DOCUMENTATION RELATED THERETO, OR ANY ACTS OR OMISSIONS IN CONNECTION WITH THIS LEASE. THIS WAIVER HAS BEEN AGREED TO AFTER CONSULTATION WITH LEGAL COUNSEL SELECTED INDEPENDENTLY BY THE TENANT AND LANDLORD.

Section 6.04 Entire Agreement.

This Lease and any exhibits attached to this Lease constitute the sole, entire and only agreement between Tenant and Landlord with regard to the subject matter hereof. This Lease supersedes all prior discussions and agreements (whether written or oral) between Tenant and Landlord with respect to the subject matter hereof.

Section 6.05 Non-Waiver.

No waiver of any covenant, condition or provision of this Lease shall be deemed, or construed, to have been made unless expressed in writing and signed by the party against whom such waiver has been charged. The failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants or conditions of this Lease or to exercise any option or right set forth in this Lease shall not be deemed, or construed, as a waiver or relinquishment for the future of any such provisions, covenants or conditions. The acceptance of performance of anything required by this Lease to be performed with knowledge of the breach or failure of a covenant, condition or provision hereof shall not be deemed or construed to be a waiver of such breach or failure. No waiver by any party of one breach by another party shall be construed or deemed to be a waiver with respect to any other subsequent breach. Failure of a party to declare any default immediately upon its occurrence, or delay in taking any action in connection with a default shall not constitute a waiver of such default, nor shall it constitute an estoppel against such party, but such party shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease.

Section 6.06 Severability.

If any provision of this Lease would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Lease or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Lease or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 6.07 No Partnership or Joint Venture.

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between the Landlord and Tenant.

Section 6.08 Brokers.

Landlord and Tenant each represent and warrant to the other that it has not dealt with any broker in this transaction and each agrees to defend, indemnify, save and hold the other party harmless from and against any and all fees, commissions, other liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered by Landlord or Tenant, as applicable, as a result of acts of Landlord or Tenant, as applicable, or any of their respective agents that would constitute a breach of its representation and warranty in this Section 6.08. The provisions of this Section 6.08 shall survive the termination or expiration of this Lease.

Section 6.09 Counterparts.

This Lease may be executed and delivered in one or more counterparts (and by different parties on different counterparts), each of which shall constitute an original and together which shall constitute one and the same instrument. To facilitate execution of this agreement, the parties may execute and exchange by electronic (e-mail) delivery different counterparts of the signature pages, which shall be as effective as originals for all purposes.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[LANDLORD SIGNATURE PAGE]

MOSAIC QUARTER DEVELOPMENT LLC,

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

[TENANT 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

EXHIBIT A

DEVELOPMENT AGREEMENT

EXHIBIT B

MASTER GROUND LEASE

TO BE ATTACHED UPON EXECUTION OF THE MASTER GROUND LEASE

EXHIBIT C

MASTER DEVELOPMENT PLAN

EXHIBIT D

DEVELOPMENT AND OPERATIONS PLAN

EXHIBIT E

PHASE I LEASE

TO BE ATTACHED UPON EXECUTUION OF THE PHASE I LEASE

EXHIBIT F

PHASE I SUBLEASE

TO BE ATTACHED UPON EXECUTION OF THE PHASE I SUBLEASE

EXHIBIT G

PHASE I GROUND LEASE DIRECTION LETTER

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE I FINANCING

EXHIBIT H

MEMORANDUM OF LEASE

TO BE ATTACHED AFTER EXECUTION AND RECORDING

SCHEDULE A

LEGAL DESCRIPTIONS

MQ PHASE I

TO BE ATTACHED UPON CLOSING OF THE MQ PHASE I FINANCING

SCHEDULE B

EXISTING AGREEMENTS

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE I FINANCING

SCHEDULE C

PERMITTED EXCEPTIONS

TO BE ATTACHED UPON THE CLOSING OF THE MQ PHASE I FINANCING

SCHEDULE D

INITIAL TERM AND PRIMARY TERM

Initial Term

The Initial Term shall commence on the Effective Date and shall end at 12:00AM MST on the day following the issuance of a Certificate of Occupancy (as defined in the Development Agreement) for MQ Field House (as defined in the Master Ground Lease) (the "MQ Phase I Completion Date").

Primary Term

The Primary Term shall commence on the MQ Phase I Completion Date and shall end at 12:00AM MST on the day that the Phase I Lease and the Phase I Sublease expire of their own terms.

SCHEDULE E

PHASE I LEASE DEPOSITS

2026	2027	2028
<u>Deposit Date</u> July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2029	2030	2031
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2032	2033	2034
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2035	2036	2037
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2038	2039	2040
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2041	2042	2043
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15

2044	2045	2046
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2047	2048	2049
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2050	2051	2052
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2053	2054	2055
<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15	<u>Deposit Date</u> January 15 April 15 July 15 October 15
2056		
<u>Deposit Date</u> January 15 April 15 July 15 October 15		

SCHEDULE K

TENANT BASIC RENT PAYMENT SCHEDULE

2026		2027		2028	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31		March 31	\$282,750	March 31	\$282,750
		July 31	\$282,750	July 31	\$282,750
2029		2030		2031	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
March 31	\$282,750	March 31	\$282,750	March 31	\$282,750
July 31	\$282,750	July 31	\$282,750	July 31	\$282,750
2032		2033		2034	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
March 31	\$282,750	March 31	\$282,750	March 31	\$282,750
July 31	\$282,750	July 31	\$282,750	July 31	\$282,750
2035		2036		2037	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
March 31	\$282,750	March 31	\$282,750	March 31	\$282,750
July 31	\$282,750	July 31	\$282,750	July 31	\$282,750
2038		2039		2040	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
March 31	\$282,750	March 31	\$282,750	March 31	\$282,750
July 31	\$282,750	July 31	\$282,750	July 31	\$282,750
2041		2042		2043	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
March 31	\$282,750	March 31	\$282,750	March 31	\$282,750
July 31	\$282,750	July 31	\$282,750	July 31	\$282,750
2044		2045		2046	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
March 31	\$282,750	March 31	\$282,750	March 31	\$282,750
July 31	\$282,750	July 31	\$282,750	July 31	\$282,750

2047		2048		2049	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
July 31	\$282,750	March 31	\$282,750	March 31	\$282,750
		July 31	\$282,750	July 31	\$282,750
2050		2051		2052	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
March 31	\$282,750	March 31	\$282,750	March 31	\$282,750
July 31	\$282,750	July 31	\$282,750	July 31	\$282,750
2053		2054		2055	
<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>	<u>Rent Payment Date</u>	<u>Amount</u>
March 31	\$282,750	March 31	\$282,750	March 31	\$282,750
July 31	\$282,750	July 31	\$282,750	July 31	\$282,750
2056					
<u>Rent Payment Date</u>	<u>Amount</u>				
March 31	\$282,750				
July 31	\$282,750				