ASSIGNMENT OF COMMERCIAL LEASE

The State Land Commissioner hereby consents to the Assignment of Lease Number 03-105720-99 which expires on March 27, 2071
*(Date of expiration)**
and hereby orders that the lease and all rights therein are hereby assigned and transferred to:

SCOPE 1 OASIS LLC
C/O Flagler Investment
Two South Biscayne Boulevard, Suite 1800
Miami, Florida 33131

This assignment is made pursuant to application to assign the lease made by ASSIGNOR(S):

SOUTHWEST ORTHOPEDIC AND SPINE HOSPITAL REAL ESTATE, LLC

and pursuant to application for the assumption of said lease made by ASSIGNEE(S):

SCOPE 1 OASIS LLC

and in accordance with the laws of the State of Arizona and the rules of the State Land Department.

This assignment is made without waiver or relinquishment of any rights of the State of Arizona which may exist under the lease assigned and does not initiate any new rights to the assignee of this lease other than the rights as are set forth in the existing lease. The assignee(s) hereby assumes and agrees to perform all obligations of the lessee under the lease and accepts the lease subject to all existing terms and conditions.

Dated this 29th **day of** January 2019

State of Arizona
State Land Commissioner

By: Barbara D
Barbara Delsman

(SEAL)
ARIZONA STATE LAND DEPARTMENT
NATURAL RESOURCES
1915

Assg Comm'l #05 - 05/99

ASSIGNMENT OF COMMERCIAL LEASE

The State Land Commissioner hereby consents to the Assignment of Lease Number 03-105720-99 which expires on March 27, 2071 and hereby orders that the lease and all rights therein are hereby assigned and transferred to:

SOUTHWEST ORTHOPEDIC AND SPINE HOSPITAL
REAL ESTATE, LLC, a Delaware limited liability company

This assignment is made pursuant to application to assign the lease made by ASSIGNOR(S):

WALTON LOOP 202 V, L.L.C., a Delaware limited liability company

and pursuant to application for the assumption of said lease made by ASSIGNEE(S):

SOUTHWEST ORTHOPEDIC AND SPINE HOSPITAL
REAL ESTATE, LLC, a Delaware limited liability company

and in accordance with the laws of the State of Arizona and the rules of the State Land Department.

This assignment is made without waiver or relinquishment of any rights of the State of Arizona which may exist under the lease assigned and does not initiate any new rights to the assignee of this lease other than the rights as are set forth in the existing lease except that the State of Arizona releases Assignor from any and all further liability and obligation for rent payments due pursuant to the Lease after the effective date of the Assignment. Subject to the terms and conditions of the Ground Lessor's Estoppel Certificate dated December 17, 2009, assignee hereby assumes and agrees to perform all obligations of the lessee under the lease and accepts the lease subject to all existing terms and conditions.

Dated this 24 day of Dec, 2009.

ARIZONA STATE LAND DEPARTMENT
SEAL
1915

State of Arizona
State Land Commissioner

By Lamar P. Hickman

10931012.

ASSIGNMENT OF COMMERCIAL LEASE

The State Land Commissioner hereby consents to the Assignment of Lease Number 03-105720-99 which expires on March 27, 2071
(Date of expiration)
and hereby orders that the lease and all rights therein are hereby assigned and transferred to:

WALTON LOOP 202 V, L.L.C.

101 E. Erie, Ste. #800
Chicago, IL 60611

This assignment is made pursuant to application to assign the lease made by ASSIGNOR(S):

HIGGINS DEVELOPMENT PARTNERS, L.L.C.

and pursuant to application for the assumption of said lease made by ASSIGNEE(S):

WALTON LOOP 202 V, L.L.C.

and in accordance with the laws of the State of Arizona and the rules of the State Land Department.

This assignment is made without waiver or relinquishment of any rights of the State of Arizona which may exist under the lease assigned and does not initiate any new rights to the assignee of this lease other than the rights as are set forth in the existing lease. The assignee(s) hereby assumes and agrees to perform all obligations of the lessee under the lease and accepts the lease subject to all existing terms and conditions.

Dated this 12th day of June, 2007.

(SEAL)

State of Arizona
State Land Commissioner

By Sinya Nash

Assg Comm'l #05 - 05/99

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO COMMERCIAL LEASE
NO. 03-105720-99

The Commercial Lease between the State of Arizona, Lessor, and

WALTON LOOP 202 V, LLC

Lessee, by mutual consent, has been amended as follows:

> **7.57 acres described as Part of Tract 13 in State Plat 19, Section 1, Township 1 North, Range 3 East, and 0.45 acre described as Part of East Papago Freeway in State Plat 19, Section 6, Township 1 North, Range 4, are assigned to WH LOOP 202-1A V, L.L.C., Lease No. 03-113713-99; 25.45 acres described as Parts of Tracts 12 and 13 in State Plat 19, Section 1, Township 1 North, Range 3 East, and 0.26 acre described as Part of East Papago Freeway in State Plat 19, Section 6, Township 1 North, Range 4 East remain in Lease No. 03-105720-99.**

This Commercial Lease Amendment, when executed by the State Land Commissioner (Lessor) and the above mentioned Lessee and is affixed to the original Commercial Lease, shall be in full force and effect. All other terms and conditions of the Commercial Lease shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

By: James P. Hoffman 12-17-09
Date

WALTON LOOP 202 V, LLC
LESSEE

12.11.09
Authorized Signature **Date**

AUTHORIZED SIGNATORY
Title

C/O CLARIUS PARTNERS, LLC
101 EAST ERIE, SUITE 810
Address

CHICAGO IL 60611
City **State** **Zip**

#4-Comml 9/92

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO COMMERCIAL LEASE
NO. 03-105720-99

The Commercial Lease between the State of Arizona, Lessor, and

WALTON LOOP 202 V, LLC

Lessee, by mutual consent, has been amended as follows:

> **25.99 acres described as Parts of Tracts 12 and 13 in State Plat 19, Section 1, Township 1 North, Range 3 East, are assigned to WH LOOP 202-COMMON V, L.L.C., Lease No. 03-113696-99; 33.02 acres described as Parts of Tracts 12 and 13 in State Plat 19, Section 1, Township 1 North, Range 3 East, and 0.71 acre described as Part of Tract 13 in State Plat 19, Section 6, Township 1 North, Range 4 East remain in Lease No. 03-105720-99.**

This Commercial Lease Amendment, when executed by the State Land Commissioner (Lessor) and the above mentioned Lessee and is affixed to the original Commercial Lease, shall be in full force and effect. All other terms and conditions of the Commercial Lease shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

By: Lorna P. Hickman 12/17/09
Date

ARIZONA STATE LAND DEPARTMENT 1915 (SEAL)

WALTON LOOP 202 V, LLC
LESSEE

12.11.09
Authorized Signature **Date**

AUTHORIZED SIGNATOR
Title

C/O CLARIUS PARTNERS, LLC
101 EAST ERIE, SUITE 810
Address

CHICAGO IL 60611
City **State** **Zip**

#4-Comml 9/92

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO COMMERCIAL LEASE
NO. 03-105720-99

The Commercial Lease between the State of Arizona, Lessor, and

WALTON LOOP 202 V, LLC

Lessee, by mutual consent, has been amended as follows:

9.02 acres described as M&B in Tract 13 of State Plat 19, Section 6, Township 1 North, Range 4 East, is assigned to WH LOOP 202-1C V, L.L.C., Lease No. 03-114427-99; 16.43 acres described as Part of Tract 13 in State Plat 19, Section 1, Township 1 North, Range 3 East, and 0.26 acre described as Part of East Papago Freeway in State Plat 19, Section 6, Township 1 North, Range 4 East remain in Lease No. 03-105720-99.

This Commercial Lease Amendment, when executed by the State Land Commissioner (Lessor) and the above mentioned Lessee and is affixed to the original Commercial Lease, shall be in full force and effect. All other terms and conditions of the Commercial Lease shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

By: Vanessa P. Hickman 12/17/09
Date

ARIZONA STATE LAND DEPARTMENT (SEAL) 1915

WALTON LOOP 202 V, LLC
LESSEE

12.11.09
Authorized Signature **Date**

AUTHORIZED SIGNATOR
Title

C/O CLARIUS PARTNERS, LLC
101 EAST ERIE, SUITE 810
Address

CHICAGO IL 60611
City **State** **Zip**

#4-Comml 9/92

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO COMMERCIAL LEASE
NO. 03-105720-99

The Commercial Lease between the State of Arizona, Lessor, and

WALTON LOOP 202 V, LLC

Lessee, by mutual consent, has been amended as follows:

7.93 acres described as M&B in Tract 13 of State Plat 19, Section 6, Township 1 North, Range 4 East, is assigned to WH LOOP 202-1D V, L.L.C., Lease No. 03-114428-99; 8.50 acres described as Part of Tract 13 in State Plat 19, Section 1, Township 1 North, Range 3 East, and 0.26 acre described as Part of East Papago Freeway in State Plat 19, Section 6, Township 1 North, Range 4 East remain in Lease No. 03-105720-99.

This Commercial Lease Amendment, when executed by the State Land Commissioner (Lessor) and the above mentioned Lessee and is affixed to the original Commercial Lease, shall be in full force and effect. All other terms and conditions of the Commercial Lease shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

By: Vanessa P. Hickman 12/17/09
Date

(SEAL)

WALTON LOOP 202 V, LLC
LESSEE

12.11.09
Authorized Signature **Date**

AUTHORIZED SIGNATOR
Title

C/O CLARIUS PARTNERS, LLC
101 EAST ERIE, SUITE 810
Address

CHICAGO IL 60611
City **State** **Zip**

#4-Comml 9/92

STATE LAND DEPARTMENT
STATE OF ARIZONA

AMENDMENT TO COMMERCIAL LEASE
NO. 03-105720-99

The Commercial Lease between the State of Arizona, Lessor, and

WALTON LOOP 202 V, LLC

Lessee, by mutual consent, has been amended as follows:

The real property which is the subject of this Lease consists of 8.76 acres, the legal description being attached hereto as Exhibit A.

Exhibit "B" (the Rent Schedule) shall be deemed to mean Exhibit "B" as attached hereto.

Paragraphs 3.2(a) and 6.4(g) are hereby deemed deleted; the number "$21,000,000" is deleted from Paragraph 4.2 and the number "$3,080,700" substituted therefor.

This Commercial Lease Amendment, when executed by the State Land Commissioner (Lessor) and the above mentioned Lessee and is affixed to the original Commercial Lease, shall be in full force and effect. All other terms and conditions of the Commercial Lease shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have signed this Document effective the day and year set forth below.

STATE OF ARIZONA, LESSOR
Arizona State Land Commissioner

By: Janet P. Hickman 12/17/09
Date

WALTON LOOP 202 V, LLC
LESSEE

12.15.09
Authorized Signature **Date**

AUTHORIZED SIGNATOR
Title

C/O CLARIUS PARTNERS LLC
101 EAST ERIE, SUITE 810
Address

CHICAGO IL 60611
City **State** **Zip**

#4-Comml 9/92

COMMERCIAL LEASE

03-105720-99

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COMMERCIAL LEASE NO. 03-105720

ARIZONA STATE LAND DEPARTMENT

THIS COMMERCIAL LEASE is entered into by and between the State of Arizona (as "Lessor", acting by and through the Arizona State Land Department) and Higgins Development Partners, LLC a Delaware limited liability company (as "Lessee"). In consideration of the payment of Rent and the performance by the parties of each of the provisions set forth herein, the parties agree as follows:

Article 1
DEFINITIONS

1.1 Additional Amounts. As defined in Paragraph 5.1.

1.2 Affiliated Entity. An Affiliated Entity for purposes of this Lease shall mean a limited liability company, partnership, corporation, trust or other legal entity which controls, is controlled by or is under common control with Lessee. "Control," for these purposes, shall mean ownership of at least twenty-five percent (25%) of the ownership interests, interest in profits, or beneficial interest of an entity.

1.3 Approved Zoning. City of Phoenix Zoning Case 341-85, as that case may be amended by Lessee with Lessor's prior written approval within the first three years of this Lease.

1.4 Change in Use. A change in the use of the Premises from a Permitted Use as defined in Paragraph 6.1 to a use which is not a Permitted Use as defined in Paragraph 6.1 (Permitted Uses).

1.5 Commencement Date. As defined in Paragraph 3.1.

1.6 Condemnation Proceeds. As defined in Paragraph 15.1.

1.7 Default. As defined in Paragraph 17.1 (Events).

1.8 Department. The Arizona State Land Department and any successor agency, board or commission.

1.9 Depository. As defined in Paragraph 19.4.i.

1.10 Designated Compliance Officer. As defined in Paragraph 20.1.

1.11 Developer Sublessee. A sublessee of a portion of the Parcel that, pursuant to its sublease, constructs Improvements for its own use or that of an Affiliate.

1.12 Development Parcel. A portion of the Parcel as may be designated by Lessee from time to time upon written approval by Lessor for development as a separate parcel. Each Development Parcel shall (i) be of a generally square, rectangular or other configuration permitting development thereof in accordance with Article 6 of this Lease ("Use and Occupancy of Premises"), (ii) abut a public road, have legal access to a public road or abut a private road over which a vehicular and pedestrian access easement exists for the public benefit, and (iii) otherwise, in the reasonable judgment of Lessor, be suitable for development independent of other portions of the Parcel (e.g., all necessary utilities can be provided, via Public Use Interest or Temporary Easements (all as provided in Article 7), to the proposed Development Parcel and separately metered; and development as a separate parcel will not violate the zoning, any applicable State or City lot splitting or lot consolidation statute, rule or ordinance, or any restrictive covenants encumbering the Parcel.).

1.13 End User. A Lessee is an "End User," for purposes of Paragraph 4.2 of this Lease, if at least 50% of its total income associated with use of the Parcel is derived from business activities conducted on or from the Parcel by the Lessee or by one or more Affiliated Entities of the Lessee. The business of leasing land or improvements within the Parcel to third parties who are not Affiliated Entities shall not constitute a "business activity conducted on or from the Parcel" for purposes of this Paragraph 1.13.

1.14 Environmental Laws. As defined in Paragraph 20.1.

1.15 Expiration Date. As defined in Paragraph 3.1.

1.16 Gross Rental Receipts. All income, including money and any other things of value, received by or paid to Lessee or its Affiliates, but not paid to a Developer Sublessee (unless the Developer Sublessee is an Affiliate of Lessee or the income, money or value is otherwise paid for Lessee's or its Affiliate's use and benefit), whether individuals, corporations, partnerships, or other legal entities, or received by or paid to others for Lessee's or its Affiliate's use and benefit, derived from the subleasing, subrenting, permitting, contracting or other use of the Commercial Buildings developed on Premises or any portion thereof, except that there shall be excluded from the computation of Gross Rental Receipts: (a) all taxes paid by tenants or sublessees which is then paid to the appropriate taxing authority, (b) payments received from tenants and sublessees for common area costs and/or building operating costs, which are then used for such costs, provided that costs expended and the purpose for the costs are consistent with the costs charged and the purposes for which they are expended in similar commercial properties in the Phoenix, Arizona metropolitan area, (c) payment received by Lessee in reimbursement of actual costs of construction of horizontal offsite improvements – curbs, gutters, landscape and landscaping, drainage facilities, utilities and parking lots, parking lot lighting, roads striping and directional signage; (d) the proceeds of any financing or refinancing, (e) contracting fees not exceeding the expense if the work had been performed by a non-Affiliated contractor, and (f) income earned

from business unrelated to the development of the Premises conducted from leased space on Premises.

1.17 Impositions. All assessments and charges for utilities and communication services; all assessments imposed pursuant to the development, construction and operation of any Improvements on the Parcel; all license, permit and other authorization fees; all taxes, duties, charges and assessments of every kind and nature imposed by any public or governmental authority pursuant to any current or subsequently enacted law, ordinance, regulation or order which during the Term of the Lease become due, or imposed upon, charged against, measured by or become a lien on (a) the Parcel; (b) any Improvements or personal property of the Lessee located on the Parcel; or (c) the interest of the Lessee in this Lease or in the proceeds received by Lessee from any assignments and/or subleases of the Premises.

1.18 Improvements. As defined in Paragraph 9.1 (Definitions).

1.19 Interest Rate. The rate of interest established pursuant to A.R.S. §37-241 (D) or any successor statute.

1.20 Leasehold Mortgagee. As defined in Paragraph 19.1 (Definition).

1.21 Lease Year. In the case of the first Lease Year, the 12-month period following the Commencement Date; in the case of subsequent Lease years, the 12-month period following each anniversary of the Commencement Date.

1.22 Lessee. As defined in the Preamble on page 1 of this Lease.

1.23 Lessor. As defined in the Preamble on page 1 of this Lease.

1.24 Owner of Improvements. As defined in Paragraph 9.6.

1.25 Parcel. As defined in Paragraph 2.1 (Definition).

1.26 Permitted Mortgage. As defined in Paragraph 19.1.

1.27 Permitted Uses. As defined in Paragraph 6.1 (Use and Occupancy of Premises).

1.28 Premises. The Parcel together with all rights and easements appurtenant thereto as expressly granted by this Lease, Improvements, temporary or portable structures, and personal property located on, below or above the Parcel.

1.29 Public Use Interest. As defined in Paragraph 7.1.

1.30 Regulated Substances. As defined in Paragraph 20.1.

1.31 Reimbursable Improvement. As defined in Paragraph 9.1.c.

1.32 Removable Improvement. As defined in Paragraph 9.1.b.

1.33 Rent. "Rent" means Base Rent, Percentage Rent, or any combination thereof, including any and all payments required by Lessee to Lessor.

1.34 Restrictive Document. As defined in Paragraph 6.3.

1.35 Site Plan. As defined in Paragraph 9.2.

1.36 Space Lease. As defined in Paragraph 14.6.

1.37 Term. As defined in Paragraph 3.1.

Article 2
PARCEL

2.1 Definition. Lessor hereby leases to Lessee for the Term, at the Rent, and in accordance with the provisions set forth herein, the State Land in Maricopa County, Arizona, legally described in Exhibit "A" attached hereto (the "Parcel") for the uses and purposes specified in Article 6 (Use & Occupancy of Premises) hereof.

2.2 Condition. Lessee has examined the physical condition of the Parcel, is familiar with it, and takes it "as is". Lessor makes no express or implied warranties as to the physical condition of the Parcel.

Article 3
TERM

3.1 Commencement; Expiration. The "Term" of this Lease shall be for a period of no more than sixty-five (65) years, commencing on March 28, 2006, "Commencement Date" and ending on March 27, 2071, "Expiration Date", unless sooner cancelled or terminated as provided herein.

3.2 Right to Terminate.

a. Prior to the end of the second Lease Year, Lessor or Lessee may elect to terminate this Lease if:

i. Lessee is unable to vest the Approved Zoning or to amend the Approved Zoning in order to comply with the Approved Parcel Development Plan, or

ii. Lessee determines the Parcel's real estate title is not commercially insurable or cannot be financed.

b. Prior to the commencement of the eighth Lease Year, Lessee or Lessor may elect to terminate this Lease if Lessee discovers or encounters any other conditions or circumstances which, in the sole opinion of Lessee, render infeasible development of the Parcel in accordance with the Approved Parcel Development Plan (e.g., discovery of endangered species, discovery of any prehistoric or historic archaeological site or paleontological sites pursuant to the terms of Paragraph 6.4 of this Lease, inability to obtain governmental approvals, building moratorium, etc.).

Termination shall be by written notice from Lessee to Lessor (or Lessor to Lessee, if applicable), whereupon this Lease shall terminate and neither Lessor nor Lessee shall have any further rights or obligations hereunder except those which by law or pursuant to the provisions of this Lease survive termination or cancellation. Notwithstanding the foregoing, Lessee shall not have a right to terminate this Lease under this Paragraph 3.2 unless Lessee has paid Rent for the preceding and current Lease Years and has removed any Improvements placed by Lessee on the Parcel. In the event this Lease is terminated pursuant to this Paragraph 3.2, Lessee shall not be entitled to a refund of any Rent already paid.

Article 4
RENT

4.1 Annual Rent. Lessee shall pay Rent as provided herein to Lessor, without notice or demand, each year in advance on the anniversary of the Commencement Date of this Lease for the use and occupancy of the Parcel during the Term of this Lease without offset or deduction.

4.2 Base Rent.

a. In the event Lessee is not an End User, Base Rent shall be:

Lease Year One:	5.00% of Appraised Land Value
Lease Years Two through Three:	3.75% of Appraised Land Value
Lease Year Four:	5.00% of Appraised Land Value
Lease Year Five:	8.00% of Appraised Land Value
Lease Years Six through Ten:	8.50% of Appraised Land Value
Lease Years Eleven through Sixty-Five:	9.50% of Appraised Land Value

Appraised Land Value is defined as $21,000,000.00, and shall be adjusted upwards beginning in Lease Year Six and every Fifth Lease Year thereafter by 10% as more particularly set forth in Exhibit "B".

b. In the event Lessee is an End User, Base Rent shall be:

Lease Year One:	5.00% of Appraised Land Value
Lease Years Two through Three:	3.75% of Appraised Land Value
Lease Year Four:	5.00% of Appraised Land Value
Lease Year Five:	8.50% of Appraised Land Value
Lease Year Six:	9.50% of Appraised Land Value
Lease Years Seven through Sixty-Five:	11.50% of Appraised Land Value

Appraised Land Value is defined as $21,000,000.00, and shall be adjusted upwards beginning in Lease Year Six and every Fifth Lease Year thereafter by 10% as more particularly set forth in Exhibit "B".

4.3 Percentage Rent. Commencing on the third anniversary date of the Commencement Date of this Lease, in addition to the Base Rent, Lessee shall pay to Lessor as Percentage Rent for each Lease Year during the Lease Term beginning with such date or fractional period thereof, a sum equal to the amount by which ten percent (10%) of Lessee's Gross Rental Receipts for the previous Lease Year exceeds Base Rent.

4.4 Gross Rental Receipts. Within one hundred eighty (180) days after the end of each Lease Year, Lessee shall deliver to Lessor a statement signed by Lessee and either certified under oath to be correct or certified by a Certified Public Accountant, setting forth Lessee's Gross Rental Receipts for that Lease Year, such annual statement to be accompanied by a payment of Percentage Rent, if any, due for such period; said statements are subject to inspection and audit pursuant to Article 8 (Records). The accounting period covered must correspond to the Lease Year for which the statement of Lessee's Gross Rental Receipts is submitted.

4.5 Sublease to Affiliated Entity; Imputed Rent. Should Lessee desire to sublease the Premises to itself or to an Affiliated Entity, Lessee must first obtain written approval of the terms and conditions of the proposed sublease from Lessor, regardless of whether a pre-approved form of sublease is utilized, which approval shall not be unreasonably withheld, and a Fair Market Rent shall be imputed to such a sublease for purposes of calculating Percentage Rent under this Article. Lessee shall set forth in its application the Fair Market Rent to be imputed to the proposed sublease, which determination Lessor may dispute by obtaining an independent appraisal at Lessor's expense; such Rent as determined through appraisal shall be binding upon Lessor and Lessee for the purposes of imputing Rent under this paragraph. For the purposes of this paragraph, "Fair Market Rent" means the most probable rent that the subject property would command if it were exposed on the open market for a period of time sufficient to attract a tenant who rents the property with full knowledge of the alternatives available to him on the market.

4.6 Interest; Penalty. Lessee shall pay a penalty of five percent (5%) plus interest on any amount of delinquent Rent. Interest shall accrue daily on the delinquent amount and on the penalty at the Interest Rate from the date such payment of Rent was due until paid.

4.7 Prepaid Base Rent. Lessee may prepay the Base Rent for the Parcel or any one or more Development Parcels, or any portion of the Parcel for a Public Use Interest, under the following conditions:

a. Prepaid Rent shall be calculated by discounting to present value that portion of the Rent applicable to the portion (or all) of the Parcel or Development Parcel for which prepayment is being made for the period of such pre-payment. The discount rate for prepayment shall be 6.14% (A.R.S. §37-295 (c)).

b. Prepayments shall be based on the Base Rent payable for the full Lease Years for which Lessee elects to prepay Base Rent, and not portions of any such Lease Year.

c. Notwithstanding a prepayment of Base Rent for any Development Parcel(s), Lessee shall continue to pay the Base Rent as scheduled for the non-prepaid Development Parcels.

d. If this Lease is terminated as to all or part of the Parcel, Lessee shall not be liable for liquidated damages under Subparagraph 17.2 (d) for any portion of the Parcel for which Base Rent has been prepaid.

e. In no event will Lessee, any Developer Sublessee, or their respective successors or assigns be entitled to a refund of prepaid Rent.

4.8 Notice and Demand. Unless the time for payment of Rent has previously been extended pursuant to Paragraph 4.9 (Extension), if Lessor has not received a Rent payment by the due date, the Lessor shall not be entitled to exercise any right or remedy hereunder unless it has delivered to Lessee written notice pursuant to A.R.S. §37-289 demanding that within thirty (30) days after the receipt of such notice Lessee make such Rent payment and such thirty (30) day period has expired.

4.9 Extension. Prior to or after the time the Annual Rent becomes due and owing, Lessee may, in writing, request that Lessor extend the time for payment of Rent or any portion thereof by up to three (3) successive ninety (90) day periods (for a total extension of 270 days for each Lease Year). The Department shall promptly notify Lessee of its approval or disapproval of such extension. Such extended Rent shall be subject to the provisions of Paragraph 4.6 (Interest; Penalty) including interest and penalty charged to the Lessee.

4.10 Base Rent; Separate Lease. If Lessor enters into a Separate Lease for any Development Parcel pursuant to Article 14, then as of the Effective Date of such Separate Lease Lessee's obligation to pay Rent shall be decreased by an amount equal to the Rent payable under the Separate Lease as set forth in Paragraph 14.3, on the acreage attributable to the Development Parcel covered by the Separate Lease shall terminate, and the lessee under the Separate Lease shall thereafter be obligated to pay all rent attributable to the Development Parcel. Base Rent

shall be based upon the acreage attributable to each lease. Rent attributable to the Development Parcel shall be the greater of Percentage Rent as provided in Paragraph 4.3 hereof or a percentage of the Base Rent specified herein for the Parcel, determined by dividing the acreage of the Development Parcel by the original acreage of the Parcel as a whole. Rent attributable to the Parcel shall be the greater of Percentage Rent as provided in Paragraph 4.3 hereof or a percentage of the Base Rent specified herein for the Parcel, determined by deducting the acreage of the Development Parcel from the acreage of the Parcel as a whole, and dividing the product by the original acreage of the Parcel as a whole. Lessee may authorize the proposed lessee of a Separate Lease to use and occupy the Development Parcel for a period not more than nine (9) months pending the execution of a Separate Lease; in that event Lessee shall be obligated to pay Rent as provided herein, but may collect a pro-rated portion of the Rent from the proposed lessee of a Separate Lease.

4.11 Proration of Rent. Upon cancellation or termination of this Lease for any reason Rent shall not be pro-rated unless specifically stipulated elsewhere in this document or by written agreement of Lessor and Lessee.

Article 5
ADDITIONAL AMOUNTS

5.1 Definition. In addition to the Annual Rent, Lessee shall also pay or cause to be paid all Impositions and all other costs, expenses, liabilities, obligations or other payments which Lessee under this Lease assumes and agrees to pay, of which are hereinafter referred to individually and collectively as "Additional Amounts".

5.2 Park Improvement District. Within three (3) years after the Commencement Date, or when Lessee obtains the first building permit for the Parcel, whichever occurs first, Lessee shall pay to the City of Phoenix as an Additional Amount, in cash, certified or other immediately available funds, the pro rata share of the Park Improvement District fee provided for in the City of Phoenix zoning approval file No. 341-85 and set forth in the City of Phoenix zoning approval letter dated July 23, 1986.

5.3 Payment. Lessee shall pay or cause to be paid all Additional Amounts before any interest, penalty, fine or cost accrues for nonpayment; provided, however, that if any Additional Amount may by law be paid in installments, Lessee may pay such Additional Amounts in installments provided that such installments do not extend past the Expiration Date. Lessee shall pay all such installments and any applicable interest at the time they become due and before any further penalty or fine may be added thereto.

5.4 Evidence. On written request, Lessee shall provide Lessor with evidence of payment of applicable ad valorem taxes on the Improvements, Removable Improvements, and personal property on the Parcel and other Impositions by governmental authorities. As to all other Additional Amounts, within a reasonable period after Lessee's receipt of a written request,

Lessee shall furnish to Lessor pertinent official receipts or other proof satisfactory to Lessor evidencing the payment of any Additional Amounts before the same become delinquent.

5.5 Interest. If Lessee fails to pay or cause to be paid in accordance with this Article 5 any Additional Amounts, then Lessor shall have all the rights and remedies provided in Paragraph 17.2 (Remedies) as in the case of nonpayment of Rent and in Paragraph 17.1 (Events) including the right to interest at the Interest Rate on all such Additional Amounts, if and to the extent paid by Lessor from and after the date of payment by Lessor.

5.6 Impositions. Lessee shall timely pay and discharge, without deduction or abatement for any cause, all duties, taxes, charges, assessments, impositions and payments, extraordinary as well as ordinary, unforeseen as well as foreseen, of every kind and nature (under or by virtue of any current or subsequently enacted law, ordinance, regulation or order of any public or governmental authority), which during the Term are due, imposed upon, charged against, measured by or become a lien on (i) any part of the Premises, (ii) the interest of any of the parties to this Lease or in proceeds received pursuant to this Lease; and (iii) the rent paid pursuant to this Lease. Lessee shall have the right to contest any such taxes, assessments or other charges provided that the fee interest of Lessor shall not thereby be encumbered. In event of sale or exchange of fee title to a private party taxes and assessments payable under this paragraph shall exclude all municipal, state or federal income, state or federal sales or transaction privilege, gift, estate inheritance or excess profit taxes assessed against Lessor.

Article 6
USE AND OCCUPANCY OF PREMISES

6.1 Uses. The Premises shall be used solely and exclusively for "Permitted Use"; Permitted Uses shall mean any use permitted under the Approved Zoning, unless Lessee receives Lessor's written approval for a use not permitted under the approved zoning. All other uses are prohibited. Lessor shall cooperate with Lessee in obtaining any necessary or desired site plan and design review approvals, stipulations, modifications, variances, permits required by the Army Corps of Engineers, and any other necessary governmental approvals, permits, licenses, and/or consents, and shall execute and deliver such petitions, plans, applications, and other submittals as Lessee may from time to time reasonably request to effect such governmental approvals as necessary for the Permitted Uses.

6.2 Parcel Development Plan. On or before one hundred eighty (180) days from the Commencement Date of this Lease, Lessee shall submit to Lessor for Lessor's review and reasonable written approval a proposed plan of development for the Parcel and a description of Lessee's proposed uses for the Parcel. Any plan of development that Lessor approves pursuant to this Paragraph 6.2, together with any amendment thereof approved by Lessor shall be deemed the "Approved Parcel Development Plan." An amendment to an Approved Parcel Development Plan shall be considered a Change in Use if the uses proposed for the Parcel are not permissible pursuant to the Approved Zoning.

6.3 Right to Record Restrictive Documents. Any instrument creating or imposing covenants, conditions, restrictions, subdivisions or condominium regimes on all or part of the Parcel is herein referred to as a "Restrictive Document". Lessee shall have the right, subject to Lessor's approval as set forth below, at any time and from time to time during the Lease Term, to subject the fee title of all or any part of the Parcel to Restrictive Documents as deemed necessary or desirable by Lessee; provided, however, that any Restrictive Document shall be consistent with Approved Parcel Development Plan. No Restrictive Document shall extend beyond the term of this Lease, except to the extent Lessor otherwise agrees in a Recognition, Non-Disturbance and Attornment Agreement per Exhibits "D-1" and "D-2" (Space Lease). Lessee shall submit a copy of any Restrictive Document which Lessee desires to record against Lessor's fee interest to Lessor for its approval, which approval may be withheld in Lessor's sole discretion. If Lessor disapproves of any Restrictive Document, such Restrictive Document shall not affect Lessor's fee interest in the Parcel, but, if executed and recorded, may nonetheless encumber Lessee's leasehold interest therein.

6.4 Cultural Resources.

a. Pursuant to A.R.S. §§ 41-841 and 41-842, Lessee, Lessee's employees, and Lessee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Premises without a permit from the Director of the Arizona State Museum (ASM) and written approval of Lessor pursuant to the terms of this Lease. Lessee shall immediately report any un-permitted excavation or collection or archaeological specimens on the Premises to the ASM and Lessor.

b. Pursuant to A.R.S. § 41-844, Lessee shall report to the Director of the ASM and Lessor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Premises by Lessee, Lessee's employees, or Lessee's guests, and shall, in consultation with the Director of the ASM and Lessor, immediately take all reasonable steps to secure the preservation of the discovery.

c. Except for archaeological investigations which are properly authorized under a project-specific Arizona Antiquities Act Permit (Permit) issued by the ASM, Lessee shall obtain written permission from Lessor before causing or allowing any ground disturbance on the Parcel beyond a depth of 12-14 inches below the present ground surface.

d. On approval of a report submitted by Lessee pursuant to Paragraph 6.4.b of this Lease, Lessor shall grant Lessee permission to disturb areas outside of the exterior boundaries of residential areas and associated trash deposits provided that Lessee arranges for an ASM-permitted consultant to:

i. Investigate any known isolated pit house or trash deposit to an extent sufficient to reasonably assure the identification and recovery of human remains and funerary objects according A.R.S. § 41-844; and

ii. monitor ground disturbing activities on the Parcel to assure that any previously unknown archaeological materials that may be discovered during construction are treated according to A.R.S. § 41-844; costs for such monitoring activities shall not be included in the costs for which Lessee is entitled to rent reduction pursuant to Paragraph 6.4.g of this Lease.

e. If Lessee requests permission to disturb the ground beyond 12-14 inches below the present surface within the subsurface boundaries of the prehistoric residential areas or associated trash areas, Lessee shall provide Lessor with any archaeological plans, or other reports for Lessor's use, in considering the request in consultation with the SHPO.

f. Notwithstanding the foregoing, no ground disturbing activities are permitted within AZ U:9:264 site boundaries and a surrounding 50 foot wide buffer zone. The AZ U:9:264 site, including the buffer zone, shall be fenced, and the site identified with a monument sign, all pursuant to a plan approved by Lessor in writing. Lessee shall develop an agreement with the ASM Site Steward Program to monitor the AZ U:9:264 site annually and provide monitoring reports to the Lessor as to the condition of the site. Deviation from the conditions of this Paragraph 6.4.f shall be permitted only with the written approval of Lessor after consultation with the State Historic Preservation Office (SHPO). If avoidance and preservation in place are not possible or Lessee elects to mitigate the site, data recovery shall be done at AZ U:9:264 with approval of Lessor after consultation with SHPO.

g. In the event that there shall be discovered on the Parcel any archaeological or paleontological site(s) or any prehistoric or historic specimens other than the AZ U:9:264 site and the effect of any such discovery would or shall, in Lessee's reasonable determination, materially delay, limit, prohibit or postpone the development and/or use of all or part of the Parcel and Lessee reasonably determines that costs incurred by Lessee due to the evaluation and preservation of the archaeological or paleontological site(s) and any prehistoric or historic specimens would exceed five hundred thousand dollars ($500,000.00), then upon at least thirty (30) days written notice to Lessor by Lessee, Lessee may, in its sole and absolute discretion, elect to:

i. terminate and cancel this Lease as to the entirety of the Parcel, subject to the terms and conditions of Paragraph 3.2 of this Lease; or

ii. conduct archaeological investigations necessary, pursuant to the terms of this Lease and A.R.S. §§41-841, 41-842, and 41-844, to mitigate that portion or portions of the Parcel impacted by such discovery or discoveries so as to permit ground disturbance and development. In such event, Lessee shall be entitled to a reduction in Base and Percentage Rent payable under Article 4 of this Lease, apportioned equally for Lease Years Five through Ten, for fifty percent (50%) of Lessee's costs, as reasonably approved in writing by Lessor, incurred in such investigation and mitigation, not to exceed a total of one million dollars

($1,000,000.00) reduction in rent. Notwithstanding the foregoing, Lessee shall only be entitled to rent reduction for costs incurred prior to Lease Year Ten; further, rent reduction shall be prospective only, and Lessee shall not be entitled to reimbursement of any Prepaid Rent, or any Rent already paid.

6.5 Native Plants. Lessee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any cactus, protected native plants or products of the land except that which is necessary for the use of the Parcel, and then only with the prior written approval of Lessor, and such permission shall not be unreasonably withheld or delayed. If the removal or destruction of plants protected under the Arizona Native Plant Law is necessary to the use of the Parcel, Lessee shall also obtain the prior written approval of the Arizona Department of Agriculture.

6.6 Waste; Conformity to Law. Lessee shall not conduct or permit to be conducted any public or private nuisance on the Premises, nor commit or permit to be committed any waste thereon. Lessee shall maintain the entire Premises in a clean and wholesome condition. Lessee shall not use or permit the Premises be used in any manner that is not in conformity with all federal, state, county, and municipal laws, rules, and regulations, unless Lessor determines and advises Lessee in writing otherwise.

6.7 Minerals. Lessor excepts and reserves out of the Parcel all oil, gases, geothermal resources, coal, ores, minerals, fossils, and fertilizers of every kind, which may be in or upon the Parcel, and the right to enter upon the Parcel to inspect, explore or extract any such items. Lessee shall be entitled to reasonable compensation for any damages resulting from the exercise of the rights reserved hereunder.

6.8 Quiet Enjoyment. Lessee shall quietly have, hold and enjoy the Parcel during the Term of this Lease so long as Lessee is in compliance with all the provisions of this Lease.

6.9 Inspection. Except as otherwise provided herein, Lessor or its duly authorized agents, employees and representatives shall have the right to enter upon and inspect the Parcel and all improvements thereon at a reasonable time, and in a reasonable manner.

6.10 Surrender. In the event this Lease is not renewed, Lessee shall surrender peaceably the possession of the Parcel and Premises upon expiration of the Term of this Lease.

6.11 Change in Use. Lessor shall not unreasonably withhold or delay a request made by Lessee for a Change in Use, provided that such proposed Change in Use (i) is consistent with Lessor approved zoning, and (ii) is likely to render the Parcel more valuable than the Permitted Use. Lessor shall cause the Parcel for which such Change in Use is requested to be promptly reappraised to determine the then full value of the Parcel. Lessee shall be entitled to obtain, at Lessee's cost, and submit to the Lessor an appraisal, for Lessor's review and consideration for these purposes, from an independent qualified appraiser previously approved by Lessor. The

proposed use of underground storage tanks or other environmentally hazardous activities shall be considered reasonable grounds to withhold approval of a Change in Use.

6.12 Trespass. Lessee shall report to Lessor and appropriate law enforcement authorities any known or suspected trespass or waste committed on the Premises.

6.13 Repair and Maintenance. Lessor shall be under no obligation whatever to maintain, repair, rebuild or replace any Improvement. Lessee shall, subject to the provisions of Article 12 (Damage) and Article 15 (Condemnation) and at its own expense, keep and maintain the Premises in good order, condition and repair in conformity with any applicable governmental requirements and if applicable, those of the insurance underwriting board or insurance inspection bureau having jurisdiction over the Premises.

Article 7
EASEMENTS AND DEDICATIONS

7.1 Public Use Interests.

a. Lessor hereby reserves the right to make land available for easements (hereinafter called "Public Use Interests") for roadways, access, utilities, and drainage over, under, upon and across such portions of the Parcel as are identified and requested from time to time by Lessor or Lessee and are reasonably necessary. Such Public Use Interest may be perpetual easements, as required by pertinent governmental authorities or public utilities or Lessor and permitted by state law, and may, at Lessor's option survive cancellation or termination of this Lease and leasehold interest created pursuant hereto.

b. Before Lessor makes a Public Use Interest available, Lessor shall obtain or cause to be obtained a legal description of the pertinent portion of the Parcel demised herein, a completed Application for Right-Of-Way and a notice describing the nature of the Public Use Interest required.

c. After notification and upon receiving full compensation for the Public Use Interest in the manner required by Arizona law as described in Paragraph 7.1.d, below, Lessor shall execute and deliver a patent or easement, as the case may be, in recordable form for the Public Use Interest to the purchaser of the Public Use Interest. The purchaser of the Public Use Interest, if other than the pertinent governmental authority or public utility, shall thereupon immediately dedicate the Public Use Interest to the pertinent governmental authority or public utility and record such Public Use Interest in the office of the Maricopa County Recorder. Lessor shall also execute such other and further documents as may be required to fully implement the intent of this Paragraph; provided that, any other documents executed pursuant to this Paragraph shall not affect any real property other than that portion of the Parcel sold or leased for the Public Use Interest which is included in the Parcel demised herein.

d. Fee interests or easements requiring rights which transcend the rights granted herein, either in scope or in time, must be purchased at a price and in the manner required by Arizona law. In calculating the price for the Public Use Interest to be conveyed in accordance with the provisions of this Paragraph 7.1, Lessor shall take into account whether the existence of the Public Use Interest was considered in calculating the Appraised Land Value of the Premises as described in Article 4.2, it being understood that the Appraised Land Value of the Parcel shall not necessarily be applicable in determining the purchase price for the Public Use Interest.

7.2 Temporary, Non-Exclusive Easements; Reservation. At Lessee's election and without further consent of Lessor, Lessee may, from time to time, create non-exclusive easements or licenses over, under and across the Parcel for roadway, access, drainage and utilities including without limitation, water, power, gas, electric, sewer, telephone, television, and other communications; provided, however, that the term of such easements shall not survive the expiration or termination of this Lease. Lessor shall not be entitled to any compensation for such temporary, non-exclusive easements. Notwithstanding the foregoing, Lessor reserves the right to renew all existing Temporary easements or rights of way that were granted by Lessor, and as they were granted by Lessor, prior to the Commencement Date of this Lease over, under and across the Parcel for roadway, access, drainage and utilities including without limitation, water, power, gas, electric, sewer, telephone, television, and other communications. Lessor shall have no obligation to obtain the consent of or provide notice to Lessee of any such renewals, and Lessor shall be entitled to all compensation paid for the renewal. For the purposes of this Lease, "Temporary" shall mean for a term other than perpetual.

7.3 Reservations. Lessor reserves those rights as required in A.R.S. §37-287, and Lessee has those rights enumerated therein.

Article 8
RECORDS

8.1 Record Keeping; Inspection. Lessee shall make and keep for the Term of the Lease and either (i) five (5) years thereafter; or (ii) until the conclusion of any dispute concerning this Lease, whichever is later, appropriate books and records concerning the operation of this Lease including but not limited to federal and state tax statements, receipts and other records. Upon five (5) business days prior written notice Lessor, its duly authorized agents, employees and representatives shall have the right at reasonable times during the Term of this Lease and for either (i) five (5) years thereafter; or (ii) until the conclusion of any dispute concerning this Lease, whichever is later, to make reasonable examination of those books, records or other material in order to obtain information which Lessor deems necessary to administer this Lease. In the event Lessor examines the books, records or other material which Lessor deems necessary in order to obtain information to administer this Lease in accordance with this Paragraph 8.1,

Lessor shall keep said books, records or other material confidential to the extent permitted by law.

Article 9
CONSTRUCTION AND IMPROVEMENTS

9.1 Definitions.

a. "Improvement" means anything placed on or any disturbance of the Parcel which is permanent in character, which is the result of labor or capital expended by Lessee, or by his sublessees, successors or predecessors in interest, on the Parcel in its reclamation or development, and which has enhanced the value of the land. Anything placed on or any disturbance of the Parcel during the Term of this Lease which does not constitute an "Improvement" as defined herein will not be subject to reimbursement.

b. "Removable Improvement" means anything not permanent in character which is the result of labor or capital expended by the Lessee, his sublessees, successors or predecessors in interest on the Parcel.

c. "Reimbursable Improvement" means an Improvement on or of the Parcel (i) for which Lessee shall be reimbursed by a succeeding lessee pursuant to Arizona law, (ii) which is not removable, and (iii) which is either authorized pursuant to the terms of this Lease or has been preapproved in writing by Lessor prior to placement or disturbance.

d. "Current Appraised Value" means the appraised value of a Reimbursable Improvement at the time Lessee is reimbursed.

e. "Initial Construction" means those Improvements constructed pursuant to the final Development Plan (Site Plan) as approved by the appropriate jurisdiction.

f. "Additional Construction" means Improvements on or of the Parcel subsequent to Initial Construction.

9.2 Permission. Lessor hereby grants permission for Lessee to construct Improvements consistent with the Approved Zoning without a requirement to file any applications to construct or make such Improvements, make any reports of such Improvements, or provide any other information concerning such Improvements except as set forth in this Article.

9.3 Site Plans and Permits. Within 10 days after the appropriate governmental agency has approved plans for any construction or grading activities upon the Parcel or any portion of the Parcel, Lessee shall provide Lessor with a copy of the approved Site Plan (hereinafter called "Site Plan") for Lessor's approval, which approval Lessor shall not unreasonably withhold or

delay, provided the Site Plan is in substantial conformance with the Approved Parcel Development Plan. Lessor's written approval of the Site Plan shall constitute permission for construction or reconstruction/remodeling of the Improvements depicted therein as required under A.R.S. §37-321.A. The Site Plan(s) shall include a legal description and survey of the pertinent portion of the Parcel locating the proposed Improvements, utilities and grading, and a drawing of the elevation of the Improvements. At the end of the second Lease Year, and every two-year period thereafter, Lessee shall provide Lessor with notice of substantial changes to any and all Improvements, together with a revised Site Plan as required above. In addition, Lessee shall provide Lessor with a copy of any grading permits and certificates of occupancy with respect to the Premises within ten (10) days after issuance by the appropriate governmental authority. Any Improvements placed on the Premises shall conform to existing laws and ordinances applicable to construction and maintenance in the jurisdiction where the Premises are located, unless Lessor determines and advises Lessee in writing otherwise.

9.4 Utilities; New Construction. Gas, electric, power, telephone, water, sewer, cable television and other communications, utility or service lines of every nature shall be placed and kept underground unless Lessor grants prior written approval otherwise. All Improvements shall be of new construction and no Improvements shall be moved from any other location onto the Premises without Lessor's prior written approval.

9.5 Annual Statement. Within one hundred eighty (180) days after each anniversary of the Commencement Date of this Lease, Lessee shall file with Lessor a sworn statement setting forth the general description of any Improvements placed on the Premises during the prior Lease Year and the actual cash value of such Improvements. Lessee shall not be deemed to be in Default hereunder if the actual cash value is incorrect so long as Lessee made the determination in good faith.

9.6 Ownership. All Improvements and Removable Improvements constructed upon the Parcel by Lessee shall be the property of Lessee or any successor in interest of Lessee (including Leasehold Mortgagees or purchasers) to whom Lessee specifically conveys all or any part of the Improvements, and shall, unless they become the property of Lessor, be subject to assessment for ad valorem taxes in the name of Lessee, the same as other property of Lessee. Within sixty (60) days prior to or ninety (90) days following the expiration or termination of this Lease, such party may remove those Improvements which belong to it, have been approved by Lessor pursuant to the terms of this Lease, are free of any liens and can be removed without causing injury to the Parcel. At its option, Lessor may waive any of the above listed prerequisites to Lessee's removal of Improvements on the Parcel. Lessee may, with Lessor's prior written approval and within the time allowed for removal, sell its Improvements to the succeeding Lessee or Lessee's purchaser or assignee. Lessee's rights under this Paragraph 9.6 shall survive any termination or cancellation of this Lease. Such surviving rights shall not restrict Lessor's ability to release the land and are subject to A.R.S. §§37-288 and 37-322.01.

9.7 Subleases; Assignments. In connection with any sublease or assignment filed with Lessor, Lessee may sell all of its right, title and interest in and to any and all Improvements

and may allow sublessees or assignees to construct Improvements, subject to the provisions of Paragraph 6.1 (Permitted Uses) and this Article 9, in which event the party that purchases or constructs such Improvements, and its successors and assigns, except as may be set forth in any agreement between Lessee and such party, shall thereafter be deemed to be the owner of Improvements with respect thereto, and shall be subject to the requirements, and enjoy the benefits, of this Article as to such Improvements.

9.8 Insurance Proceeds. Subject to the rights of any pertinent Leasehold Mortgagees, the owner of Improvements shall be entitled to any casualty insurance or condemnation proceeds resulting from the destruction or taking of any Improvements or Removable Improvements; provided, however, that the Lessee shall remain obligated to pay to Lessor the Rent under Article 4 (Rent), and the provisions of Article 15 (Condemnation) shall govern the disposition of condemnation awards that include Lessor's interest in the fee title to the Parcel.

9.9 Reimbursement; Amortization.

a. For purposes of this Lease only, all Reimbursable Improvements constructed on the Parcel during the Term of this Lease shall be fully amortized by Lessee, for purposes of reimbursement under A.R.S. §37-322.02 and §37-322.01, according to the schedule set forth in this Paragraph 9.9, unless otherwise agreed to in writing by Lessor and Lessee. Under no circumstances shall any Improvements be considered to have a value greater than zero upon the Expiration Date of this Lease. This Paragraph is not applicable to valuation of Improvements in the event of condemnation; the rights of Lessee to share in the net proceeds of any award in the event of condemnation are set forth in Article 15 (Condemnation).

b. The value of Improvements for purposes of Lessee's reimbursement shall be the lesser of: (i) the unamortized cost of the Improvements as determined according to the amortization schedule set forth below in this Paragraph 9.9, or (ii) the Current Appraised Value of the Parcel as improved by the Reimbursable Improvements less the Current Appraised Value of the Parcel as vacant and available at its highest and best use. If the difference between the Current Appraised Value as improved and as vacant is zero or less, the Improvements will have no Current Appraised Value for purposes of reimbursement.

c. The cost of Improvements constituting Initial Construction shall be amortized over a thirty (30) year period, beginning in the Lease Year in which a certificate of occupancy is issued by the appropriate governmental authority for those Improvements.

d. Prior to the issuance of a certificate of occupancy, partially completed Improvements shall be amortized over a five (5) year period. However, the thirty (30) year amortization period will begin upon issuance of the certificate of occupancy, regardless of whether the five year period of amortization has expired.

e. The cost of Improvements constituting Additional Construction shall be amortized by extending the amortization schedule for Improvements constituting Initial

Construction by the lesser of the remaining term of this Lease or one (1) year for every $500,000 of cost, beginning in the Lease Year in which the Additional Construction is complete and ready for occupancy. If the amortization schedule for Improvements constituting Initial Construction, plus any extensions for Additional Construction, has expired, then the cost of any further Additional Construction shall be amortized at the rate of the lesser of the remaining term of this Lease or one (1) year for every $500,000 of cost, beginning in the year in which the Additional Construction is complete and ready for occupancy.

9.10 Use and Removal of Water. This Lease does not confer upon Lessee, its assignees or sublessees, any express or implied rights to the use or removal of surface or ground water from the Parcel. This Paragraph, however, shall not prohibit water sampling or testing or environmental assessments customary in connection with the development of property.

9.11 Improvements Dedicated to Public Use. Lessee shall have no right to reimbursement for Improvements under A.R.S. §§37-322.01 and 37-322.02 that are dedicated or otherwise committed or transferred to public use.

9.12 Right to Demolish or Rebuild. The Owner of any Improvement shall have the right, from time to time, to remove or demolish all or any part of such Improvement on the Parcel without any obligation to reconstruct the Improvement, provided, however, that the Lessee shall continue to be obligated to pay Rent as set forth in Article 4 of this Lease, and Lessee shall not be entitled to reimbursement for the cost of any Improvements that have been removed.

Article 10
LIENS

10.1 Payment; Indemnity. Lessee shall be responsible for payment of all costs and charges for any work done by or for it on the Premises or in connection with Lessee's occupancy thereof, and Lessee shall keep the Premises free and clear of all mechanics' liens and other liens and encumbrances on account of work done for or authorized by Lessee or persons or entities claiming under Lessee or bond over such liens according to State law. Lessee expressly agrees to and shall indemnify and hold Lessor harmless against liability, damages, costs, attorney's fees and all other expenses or loss on account of claims of lien or other encumbrances of laborers or materialmen or others for work performed or materials or supplies furnished for or authorized by Lessee or persons or entities claiming under Lessee. Further, any contracts between Lessee, Lessee's assignee or sublessee, and any contractors or subcontractors shall expressly hold Lessor harmless against any liability arising from such contracts, as described above.

10.2 Notice. Should any claims of lien or other encumbrances be filed against the Parcel or any action purporting to affect the title to the Parcel be commenced, Lessee shall immediately give Lessor written notice thereof.

10.3 Contest. Notwithstanding anything contained herein to the contrary, after written notice to Lessor, Lessee may contest by appropriate legal proceeding, conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any Imposition, legal requirement, lien, encumbrance, charge or any other adverse claim against all or any part of the Premises provided that: (i) the fee interest of Lessor shall not thereby be encumbered; and (ii) Lessor shall not thereby become subject to any civil or criminal liability whatsoever for Lessee's failure to comply.

Article 11
INSURANCE AND INDEMNITY

11.1 Indemnity. Except to the extent occurring or existing prior to the Commencement Date hereof, Lessee hereby expressly agrees to indemnify and hold Lessor harmless, or cause Lessor to be indemnified and held harmless, from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorney's fees and costs, which may be imposed upon or incurred by or asserted against Lessor by reason of any: (i) accident, injury or damage to any person or property occurring on or about the Premises or any portion thereof; (ii) use, non-use or condition of the Premises or any portion thereof; or (iii) failure on the part of Lessee to perform or comply with any of the provisions of this Lease; except that none of the foregoing shall apply to Lessor's intentional conduct or active negligence nor to the intentional conduct or active negligence of Lessor's agents, servants, contractors or subcontractors. If any action or proceeding is brought against Lessor by reason of any such occurrence, Lessee, upon Lessor's written request and at Lessee's expense, will resist and defend such action or proceeding, or cause the same to be resisted either by counsel designated by Lessee or where such occurrence is covered by liability insurance, by counsel designated by the insurer.

11.2 Policies. Lessee, at its expense, shall at all times during the Term of this Lease, and any extension thereof, maintain or cause to be maintained in full force a policy or policies of commercial general liability insurance, including bodily injury, property damage, personal injury and broad form contractual liability coverage, written by one or more duly licensed (or approved non-admitted) insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII, and each policy shall be written on an occurrence basis, which insure Lessee and Lessor against liability for injury to persons and property and death of any person or persons occurring in, on or about the Premises, or arising out of Lessee's maintenance, use and occupancy thereof. All commercial general liability and personal property damage policies shall contain a provision that Lessor, named as an additional insured, shall be entitled to recovery under the policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence or wrongdoing of Lessee, its servants, agents and employees or sublessee. Further, the policies shall provide that their coverage is primary over any other insurance coverage available to the Lessor, its servants, agents and employees. All policies of insurance must contain a provision that the company writing the policy shall give to Lessor thirty (30) days notice in writing in

advance of any cancellation or lapse, or the effective date of any reduction in the amounts of insurance.

11.3 Amounts. The insurance as described in Paragraph 11.2 (Policies) herein shall afford protection not less than:

General Aggregate:	$5,000,000.00
Personal Injury:	$1,000,000.00
Each Occurrence:	$1,000,000.00
Blanket Contractual Liability - Written and Oral:	$1,000,000.00
Fire Damage (Any one fire):	$500,000.00

in combined single limits and each liability policy or policies shall be written on an occurrence basis; provided, however, that the minimum amount of coverage for the above shall be adjusted upward on Lessor's reasonable request to be made no more frequently than once every two (2) years so that such respective minimum amounts of coverage shall not be less than the amounts then required by statute or generally carried on similarly improved real estate in the County herein described, whichever is greater. If at any time Lessee fails, neglects or refuses to cause such insurance to be provided and maintained, then Lessor may, at its election, procure or renew such insurance and any amounts paid therefore by Lessor shall be an Additional Amount due at the next date Rent is due and payable.

11.4 Blanket Policy. Notwithstanding anything to the contrary in this Article, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket, excess liability or umbrella policy or policies of insurance maintained by Lessee, provided, however, that the coverage afforded Lessor will not be reduced by reason of the use of such blanket policy of insurance.

11.5 Copies. Lessee shall furnish Lessor with certificates of insurance (ACORD form or equivalent approved by Lessor) and shall at all times during the term of this Lease maintain with Lessor a current certificate of insurance. The State of Arizona, Arizona State Land Department, the lease number, and location description of the subject parcel are to be noted on the certificate of insurance. Lessor reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Lease at any time.

Article 12
DAMAGE

12.1 Lessee's Obligations. If the Parcel or any building or other Improvement or Removable Improvement located thereon is damaged or destroyed during the Term of this Lease,

Lessee may, but shall be under no obligation to, arrange, at its expense for the repair, restoration and reconstruction of the same substantially to its former condition, but such damage or destruction shall not terminate this Lease or relieve Lessee from its duties and liabilities hereunder or, as Lessee may elect, for development and construction of a substantially different project consistent with a permitted use approved by Lessor pursuant to Paragraph 6.10 (Change in Use).

Article 13
TRADE FIXTURES AND PERSONAL PROPERTY

13.1 Personal Property. Any trade fixtures, signs, store equipment, and other personal property installed in or on the Parcel by Lessee or any sublessee shall remain their property subject to the provisions of this Lease. Lessee shall have the right, provided it is not then in breach hereunder, at any time to remove any and all of the same, subject to the restrictions of Paragraph 9.5 (Ownership).

Article 14
ASSIGNMENTS AND SUBLEASES

14.1 Financing. Without further approval by Lessor, Lessee shall have the right at any time and from time to time during the Term of this Lease to assign or otherwise encumber by way of mortgages, deeds of trust, security agreements, assignments of rent, synthetic lease instrument or other documents or instruments, all or any part of its right, title and interest in and to this Lease to any person or entity for the purpose of obtaining financing. An assignment pursuant to this Paragraph 14.1 shall not relieve Lessee of any obligations hereunder. The provisions Paragraph 14.2 (Other Assignments) shall not in any way limit Lessee's right to obtain leasehold financing as set forth herein.

14.2 Other Assignments. With Lessor's prior written approval as set forth herein, which shall not be unreasonably withheld or delayed, Lessee may at any time and from time to time during the Term of this Lease assign all or any part of its rights, interest and obligations hereunder to all of the Parcel or to a Development Parcel.

a. Lessee shall request approval for any assignment by submitting an application therefore on such forms as Lessor may require. Lessee shall not be deemed to have assigned its interests herein as a result of (a) any addition or withdrawal of a partner, if Lessee is a partnership, (b) any change in stock ownership, if Lessee is a corporation, (c) any change in the

beneficial ownership, if Lessee is any other form of entity, or (d) assignment by Lessee of part or all of its interest herein to an Affiliated Entity.

b. In determining whether to approve a proposed assignment, it shall be reasonable for Lessor to inquire regarding the identity of the proposed assignee, the financial condition and experience of the proposed assignee, the configuration of the entire Parcel after assignment, and the uses to which the assigned portion of the Parcel will be put after assignment. As a result of division, the remaining Parcel subject to this Lease must constitute a Development Parcel on its own, as such term is defined in Paragraph 1.11 of this Lease.

14.3 Separate Leases. Upon Lessor's approval of an assignment of one or more Development Parcels, and upon submission of such application as Lessor may reasonably require, and provided Lessee pays all of Lessor's reasonable costs and expenses in connection therewith, including attorneys' fees, Lessor shall promptly enter into a separate lease (each, a "Separate Lease") with Lessee's assignee covering the assigned Development Parcel(s), in a form substantially similar to this Lease, and upon the same terms and conditions as are set forth herein except as otherwise provided in this Paragraph 14.3, and except that the term of such Separate Lease shall correspond to the remaining Term of this Lease. Each such Separate Lease shall be separate from this Lease or other leases, and no Default under or termination of a Separate Lease shall affect this Lease or other leases. Lessor shall enter into any such Separate Lease with Lessee's assignee, without resort to an auction. Rent under the Separate Lease shall be determined and adjusted as follows:

a. The acreage assigned shall be subtracted from the acreage included in the Parcel and shall be included in the Separate Lease and the Base Rent under this Lease shall be reduced on a prorata basis as is set forth in Article 4, except as otherwise provided in this Paragraph 14.3.

b. For purposes of adjustments to Base Rent under the Separate Lease, Lease Year 1 of the Separate Lease shall be equivalent to the first full Lease Year of this Lease after assignment. For example, if a Development Parcel is assigned in Lease Year 26, Base Rent under the Separate Lease shall be adjusted as if the Separate Lease commenced on the anniversary of the Commencement Date of Lease Year 27.

14.4 Subleases. So long as there is then no uncured Default under this Lease, Lessee may from time to time sublease portions of the Premises with the prior written approval of Lessor upon submission of a copy of the proposed sublease to or pursuant to a form to sublease which Lessor has previously approved in writing, which approval shall not be unreasonably withheld or delayed, *or* provided Lessee and sublessee sign and submit to Lessor a "Sublease Estoppel Agreement," a form of which is attached as Exhibits "C-1" and "C-2" (Space Lease), relative to the particular sublease, provided the following conditions are satisfied:

a. No sublease shall relieve Lessee of its responsibility to pay and perform all of its obligations hereunder;

b. Lessee shall not be entitled under a sublease to collect rent which is prepaid in excess of one year in advance, unless Lessee either: (i) prepays Rent for the portion of the Parcel covered by the sublease, or (ii) provides Lessor with a letter of credit or other bond which is in such form as is reasonably satisfactory to Lessor and secures payment to Lessor of the pro rata portion of such prepaid rent which Lessor would be entitled to receive as Rent under this Lease for the pertinent portion of the Premises;

c. The proposed use of the portion of the Premises subject to the sublease must be a Permitted Use under this Lease;

d. The term of the sublease is for a period of not less than two (2) years;

e. Such sublease provides that any violation of any provisions of this Lease, whether by act or omission, by a sublessee shall be a Default under the sublease, entitling the Lessor thereunder to terminate such sublease and exercise other remedies as a result thereof;

f. Such sublease contains the attornment provisions of Paragraph 14.5 (Attornment);

g. Such sublease is an arms-length transaction negotiated in good faith and provides for rental rates comparable to existing market rates for comparable uses in comparable projects; and

h. Subleases of 10,000 square feet or less consisting all or part of an Improvement but not the underlying ground shall not require Lessor's approval provided the conditions set forth in subparagraphs 14.4(a)-(g) are satisfied.

14.5 Attornment. If this Lease is terminated prior to the expiration of its Term by reason of a Lessee Default or otherwise, then, so long as a sublessee complies with the terms and conditions set forth in its sublease, it shall attorn thereunder directly to Lessor, Lessor shall recognize and attorn to such sublessee, including recognizing the rights of any lenders under the sublease, and Lessor shall not disturb such sublessee, in accordance with the terms of the pertinent sublease; provided, however, that:

a. Lessor's obligations thereunder shall be no greater and its rights no less than those set forth in this Lease;

b. No sublessee shall be required to make any payment to Lessor unless and until such sublessee shall have received written notice from Lessor of the termination of this Lease and direction that payments and performance thereafter be made directly to Lessor. Thereafter, upon such sublessee's timely payment or performance to Lessor, Lessor shall not be entitled to claim a Default for not having received any corresponding payment or performance from Lessee. If a sublessee, however, receives conflicting written notices demanding payment or performance from Lessor and Lessee, sublessee shall have the right to interplead such payment

and/or other matters in any court of competent jurisdiction, in which event such sublessee shall not be deemed in Default. Payment or performance when and as ordered by such court shall constitute full performance. So long as a sublessee has made payment for performance to Lessor or interpleaded such matters and is not subject to termination for Default of the pertinent sublease, Lessor shall not join that sublessee as a party defendant in any auction or proceeding or take any other action for the purpose of terminating sublessee's interest and estate because of any Default under or termination of this Lease. Moreover, notwithstanding the termination of this Lease, so long as Lessee has complied with the requirements hereof relating to subleases, Lessor shall recognize any and all subleases entered into pursuant to the terms hereof and any executory contracts to sublease pursuant to the terms hereof; provided, however, that any and all benefits which would thereafter accrue to Lessee under the sublease shall belong to Lessor;

c. Lessor shall not be liable for any act or omission of any prior lessor (including Lessee);

d. Lessor shall not be subject to any offsets or defenses which the sublessee may have against any prior lessor (including Lessee);

e. Lessor shall not be bound by any payment in respect of rent, common area expenses, or other additional charges, as described in the sublease, which the sublessee might have paid for more than one rental period in advance to any prior lessor (including Lessee);

f. Lessor shall not be bound by any amendment or modification of the sublease made without the written consent of Lessor;

g. Lessor shall not be bound by any provision set forth in the sublease requiring the sublessor to indemnify or hold the sublessee harmless;

h. Lessor shall not be bound by any covenant to maintain, repair, rebuild or replace any portion of the Premises, or to undertake or complete any construction of the Parcel or Premises or any portion thereof; and

i. Lessor shall not be bound by any obligation to make any payment to the sublessee.

If requested by Lessee or any sublessee, Lessor will enter into a separate agreement with the sublessee confirming the provisions of this Paragraph 14.4, which agreement shall be in substantial conformance with Exhibits "D-1" and "D-2" (Space Lease). Should Lessee or any sublessee request changes to the form of agreement, Lessee shall pay Lessor's reasonable fees incurred in preparing the form of agreement, including attorneys' fees.

14.6 Space Leases. Notwithstanding the provisions of Paragraph 14.4(a) above, the following provisions shall apply to subleases that are "Space Leases" as hereinafter defined:

a. For purposes of this Paragraph 14.5, a "Space Lease" shall be any sublease which involves the lease of all or a portion of the Improvements located on the Parcel. The term "Space Lease" is therefore intended to cover leases of space within buildings located on the Parcel but may also include a lease of an entire building located on the Parcel. The term "Space Lease" shall not include a lease of land only and shall also exclude any sublease to an Affiliate.

b. If this Lease is terminated prior to the Expiration Date, then, so long as each tenant under a Space Lease complies with the terms and conditions of its Space Lease and shall attorn directly to Lessor, Lessor shall attorn to such Space Lease in accordance with the terms of the pertinent Space Lease except only as follows:

i. Lessor shall not assume any affirmative obligations of the landlord with respect to any Space Lease (e.g., to construct Improvements, to maintain and/or repair leased premises, or to maintain and/or repair common areas). In consideration of Lessor not assuming any such affirmative obligations, the tenant under a Space Lease shall have the right (but not the obligation), alone or in conjunction with similarly situated tenants under other Space Leases, to perform any affirmative obligations of the landlord under the Space Lease and to set-off the amount expended by such tenant in performing such affirmative obligations against the rent due to Lessor under the Space Lease; provided, however, that unless Lessor has otherwise agreed, in no event shall such set-off reduce the rent payable to Lessor under any such Space Lease below 50% of the rent otherwise payable thereunder. Lessor may agree to allow a greater set-off to a tenant under a Space Lease if Lessor believes such a set-off is in the best interests of the Trust; provided, however, in all events the minimum rent, base rent or fixed rent payable by Sublessee under the Sublease shall not be less than an allocable share of the ground rent, with allocable share being a fraction, the numerator of which is the Floor Area of Subleased Premises (as defined in the Sublease) and the denominator of which is the Floor Area of the development on the Property. The tenant's rights with respect to such affirmative obligations shall be limited to such a set-off right or, if permitted by the terms of the Space Lease, to terminating its Space Lease. In no event shall a tenant under a Space Lease have any right to recover damages against Lessor for failing to perform any affirmative obligation under any Space Lease.

ii. All Space Leases shall be subject to Paragraphs 14.4 and 14.5(b)-(i) above.

iii. Except as specified in Paragraphs 14.5(a)-(i) and 14.6(b)(i) and (ii) above, Lessor shall honor all provisions of any Space Lease.

Article 15
CONDEMNATION

15.1 Definition; Division. Lessor, any pertinent Leasehold Mortgagees and, if Lessee is not in Default, Lessee shall cooperate in prosecuting and collecting their respective claims for an award on account of a taking of all or any portion of the Premises and all damages or awards

(with any interest thereon) to which Lessor, Lessee or any pertinent Leasehold Mortgagees may be entitled by reason of any taking of all or any portion of the Premises (herein referred to as "Condemnation Proceeds"). In the event of the taking or condemnation by any competent authority for any public or quasi-public use or purpose of all or any portion of the Premises at any time during the Lease Term, the rights of Lessor, Lessee, or any Leasehold Mortgagees, to share in the net proceeds of any award for land, buildings, improvements and damages upon any such taking, shall be apportioned as follows:

a. Lessee shall receive that portion attributed to the then fair market value of the buildings and Improvements constructed thereon and Lessee shall receive the fair market value immediately prior to such taking of Lessee's leasehold interest in the Premises so taken;

b. Lessor shall receive the fair market value of its reversionary interest under this Lease (exclusive of any value attributable to Improvements).

The entire amount of the award, settlement or payment attributable to the value of buildings and Improvements shall belong to Lessee.

15.2 Termination. If the whole or materially all of the Premises shall be taken or condemned, this Lease, at Lessee's option as set forth below, shall cease and terminate, and Lessee's obligations to pay Rent, Additional Amounts and other charges hereunder shall be apportioned as of the date of vesting of title in such taking or condemnation proceedings. For the purposes of this Article, a taking or condemnation of materially all of the Premises, as distinguished from a taking or condemnation of the whole of the Premises, means a taking of such scope that the untaken portion of the Premises is not reasonably usable for Lessee's purposes or insufficient to permit the restoration of the then existing Improvement thereon so as to constitute Improvements capable of producing a proportionately fair and reasonable net annual income, taking into consideration the payment of all operating expenses thereof including but not limited to Rent and all other charges herein reserved, and after the performance of all covenants, agreements and provisions herein provided to be performed by Lessee. The determination of what constitutes a fair and reasonable net annual income shall be governed by reference to the average net annual income produced by the Premises during the five-year period immediately preceding the taking (or, if the taking occurs during the first five (5) years of the Lease Term, during the Lease Term to date). As used above, the term "operating expenses" does not include depreciation or income taxes. If materially all of the Premises are taken or condemned, then Lessee, at its option, upon thirty (30) days prior notice to Lessor, given at any time within ninety (90) days after the vesting of title in the condemnor, may cancel and terminate this Lease as to the entire Premises. The Rent and other charges hereunder for the Lease Year in which termination occurs shall be prorated through the date of termination.

15.3 No Termination. In the event of a partial taking or condemnation, i.e., a taking or condemnation of less than materially all of the Premises, this Lease (except as hereinafter provided) shall nevertheless continue, but the Rent for the Lease Year in which such condemnation occurs shall be pro-rated as of the date of such condemnation and that portion of

the Rent attributable to that portion of the Premises so taken shall be credited to Lessee's obligations next arising under this Lease, and the Rent shall thereafter be reduced proportionately to reflect the loss of the land taken.

15.4 Temporary Taking. If the whole or any part of the Premises or of the Lessee's interest under this Lease be taken or condemned by any competent authority for its or their temporary use or occupancy for a period which is fewer than four (4) months, this Lease shall not terminate by reason thereof and Lessee shall continue to pay, in the manner and at the times herein specified, the full amounts of the Rent and all Additional Amounts payable by Lessee hereunder, and, except only to the extent that Lessee may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions and obligations imposed upon Lessee under this Lease, as though such taking or condemnation had not occurred. If the whole or any part of the Premises or the Lessee's interest in this Lease be taken or condemned by a competent authority for its or their temporary use or occupancy for a period which is in excess of four (4) months, this Lease may be terminated at the option of Lessee upon notice given within thirty (30) days of the taking or condemnation. Notwithstanding anything to the contrary herein, in the event of any temporary taking or condemnation the Lessee shall, if this Lease has not been terminated as provided in this Paragraph 15.4, be entitled to receive the entire amount of any award made for such taking or condemnation, whether paid by way of damages, Rent or otherwise, unless such period of temporary use or occupancy shall extend to or beyond the Expiration Date, in which case such award shall be apportioned between the Lessor and the Lessee as of such Expiration Date.

Article 16
LESSOR'S RIGHT TO PERFORM AND INSPECT

16.1 Right. If a Default occurs hereunder, then thirty (30) days with respect to monetary Defaults or forty-five (45) days with respect to non-monetary Defaults (or such additional time as may be necessary to effect a cure in the exercise of reasonable diligence) after Lessee's receipt of written notice of such Default, Lessor may, but without being obligated to do so, cure such Default by making such payment or performing such act for the account and at the expense of Lessee. No such payment or performance by Lessor shall operate to release or discharge Lessee from any obligation hereunder. All sums paid by Lessor, pursuant to this Article 16 and all reasonable costs and expenses (including reasonable attorneys' fees and costs) so incurred shall constitute Additional Amounts payable by Lessee to Lessor on demand.

16.2 Inspection. Lessee acknowledges and agrees that Lessor and its authorized representatives shall have the right to enter the Premises and any portion thereof at all reasonable times following reasonable notice (but in no event less than forty-eight (48) hours prior notice, except in case of emergency) to inspect for compliance with the terms of this Lease, and may take all such action as may be necessary or appropriate for such purposes. Furthermore, Lessee acknowledges and agrees that, at any time within one year prior to the Expiration Date and upon reasonable notice, Lessor may enter the Premises or any portion thereof for the purpose of

showing the same to prospective tenants, purchasers or mortgagees and, with the prior approval of Lessee, may display on the Premises advertisements for sale or lease; provided, however, that Lessor may only enter and inspect the structures after reasonable notice and during reasonable business hours. No entry pursuant to this Section shall constitute an eviction.

Article 17
DEFAULT AND REMEDIES

17.1 Events. Default shall only be deemed to have occurred in the following situations and Lessee shall not be deemed in Default hereunder for the purpose of Lessor's exercise of any right or privilege herein until the following applicable notice and grace period has expired:

a. If Lessee fails to pay any installment of Rent any penalty or accrued interest thereon as required by the provisions of Article 4 (Rent), or any Additional Amounts, and such failure continues for thirty (30) days after the receipt of notice of Default from Lessor, unless the time for the payment has been previously extended pursuant to Paragraph 4.8 (Extension).

b. If Lessee fails to perform or comply with any other Term of this Lease and such failure continues for forty-five (45) days after the receipt of notice of Default from Lessor; provided, however, that with respect to any such failure which is of such nature that although curable, it cannot, with due diligence and adequate resources, be cured within forty-five (45) days, a Default shall not be deemed to exist if Lessee commences curing such failure within the forty-five (45) day period and thereafter proceeds with reasonable diligence and action to complete curing such failure.

c. To the extent then allowed by law, if Lessee files a voluntary petition in bankruptcy which is not dismissed within ninety (90) days after the filing thereof; is adjudicated bankrupt or insolvent; files any petitions or answers seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation; seeks, consents to, or acquiesces in the appointment of any trustee, receiver, or liquidator of Lessee, or of all or any substantial part of its respective property or of the pertinent portion of the Premises; makes any general assignments for the benefit of creditors; or admits in writing its inability to pay its debts generally as they become due.

d. To the extent then allowed by law, if a petition is filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future federal, state or other statute, law, or regulation, which remains undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or if a trustee, receiver, or liquidator of Lessee, or of all or any substantial part of its properties or of the Premises is appointed without the consent or acquiescence of Lessor and

such appointment remains unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive).

17.2 Remedies. Subject to the notice and cure provisions set out in Paragraph 17.1 (Events) and the rights of any assignee, sublessee or Leasehold Mortgagee, if Default exists, Lessor may at its option, exercise, in addition to its rights at law or in equity, any of those remedies set forth below:

a. Lessor shall have the right, at its election, to reenter the Premises, or any part thereof, either with or without process of law, and to expel, remove and put out Lessee and persons occupying the Premises under Lessee, using such force as may be necessary in so doing, to take full possession of and control over the Premises and to have, hold and enjoy the same and to receive all rental income of and from the same. No reentry by Lessor shall be deemed an acceptance of a surrender of this Lease, nor shall it absolve or discharge Lessee from any liability under this Lease. Upon such reentry, all rights of Lessee to occupy or possess the Premises shall cease and terminate.

b. Lessor shall have the right, at its election, with or without reentry as provided in subparagraph (a) immediately above, to give written notice to Lessee stating that this Lease and the Term hereby demised shall terminate on the date specified by such notice, and upon the date specified in such notice this Lease and the Term hereby demised and all rights of Lessee hereunder shall terminate. Upon such termination, Lessee shall quit and peacefully surrender to Lessor the Premises and the Improvements then situated thereon.

c. At any time and from time to time after such reentry, Lessor may relet the Premises, or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease), and on such conditions (which may include concessions or free rental) as Lessor, in its reasonable discretion, may determine and may collect and receive the rental therefore. However, in no event shall Lessor be under any obligation to relet the Premises or any part thereof, and Lessor shall in no way be responsible or liable for any failure to relet or for any failure to collect any rental due upon any such reletting. Even though it may relet the Premises, Lessor shall have the right thereafter to terminate this Lease and all of the rights of Lessee in or to the Premises.

d. Unless Lessor shall have notified Lessee in writing that it has elected to terminate this Lease, no such reentry or action in lawful detainer or otherwise to obtain possession of the Premises shall relieve Lessee of its liability and obligations under this Lease; and all such liability and obligations shall survive any such reentry. In the event of any such reentry, whether or not the Premises, or any part thereof, shall have been relet, Lessee shall pay to Lessor the entire Rent and all Additional Amounts required to be paid by Lessee up to the time of such reentry of this Lease, and thereafter Lessee, until the end of what would have been the Term of this Lease in the absence of such reentry, shall be liable to Lessor, and shall pay to Lessor, as and for liquidated and agreed damages for Lessee's Default:

i. The amount of Rent and Additional Amounts which would be payable under this Lease by Lessee if this Lease were still in effect, less

ii. The net proceeds of any reletting, after deducting all of Lessor's reasonable expenses in connection with such reletting, including without limitation all reasonable repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration and repair costs and expenses of preparation for such reletting. Lessor's reasonable expenses of reletting shall not include the cost of constructing any new Improvements on the Parcel nor shall any duty of Lessor to mitigate damages be construed as obligating Lessor to construct new Improvements on the Parcel.

Lessee shall pay such damages to Lessor annually on the date that payment of Rent is due, and Lessor shall be entitled to recover from Lessee annually as the same shall arise. Lessee shall be liable for such damages on an annual basis, whether or not in any prior Lease Year or Lease Years the net proceeds described in subparagraph (ii) above shall have exceed the Annual Rental and Additional Amounts described in subparagraph (i) above.

e. In the event of any breach or threatened breach by Lessee of any of the terms, covenants or agreements contained in this Lease, Lessor shall have, in addition to any specific remedies provided in this Lease, the right to invoke any right or remedy allowed by law or in equity or by statute or otherwise, including the right to enjoin such breach or threatened breach.

17.3 Waiver. No waiver or breach of any Term of this Lease shall be construed as a waiver of any succeeding breach of the same or any other term.

Article 18
HOLDING OVER

18.1 No Holding Over. There shall not be any holding over by Lessee or any assignee or sublessee, upon the expiration or cancellation of this Lease for any reason. If nevertheless there be any holding over by Lessee or any assignee or sublessee, the holding over shall give rise to a tenancy at the sufferance of Lessor upon the same terms and conditions as are provided for herein with a Rent for the holdover period commensurate with, but in no event less than, the previous year's Rent.

Article 19
MORTGAGES

19.1 Definition. Any instrument including, but not limited to, a deed of trust, mortgage, agreement for sale or other security device which creates an encumbrance on Lessee's

or any sublessee's leasehold interest, and which is filed with Lessor as set forth in this Article 19 (Mortgages), is herein referred to as a "Permitted Mortgage" unless it is held by an Affiliated Entity, and the holder of the Permitted Mortgage is herein referred to as a "Leasehold Mortgagee". In no event shall an Affiliated Entity be deemed a Leasehold Mortgagee.

19.2 Filing. No Leasehold Mortgagee shall be entitled to the rights set forth in this Article 19 (Mortgages) until a true copy thereof is filed with Lessor. The term of any such obligation secured by a Permitted Mortgage shall not be longer than the then remaining Term of this Lease, as such may be extended.

19.3 Preconditions. Lessee, or any sublessee leasing under a sublease approved by Lessor, from time to time during the Term of this Lease may make one or more Permitted Mortgages upon their leasehold interests, or any fractional portion thereof without the prior written consent of the Lessor; provided that:

a. The Lessee, sublessee or the Leasehold Mortgagee shall promptly deliver to the Lessor in the manner herein provided for the giving of notice to the Lessor, a true copy of the Permitted Mortgage and of any assignment thereof and shall notify the Lessor of the address of the Leasehold Mortgagee to which notices may be sent; and

b. Each Permitted Mortgage shall contain provisions permitting the disposition and application of condemnation awards in the manner provided in this Lease.

19.4 Conditions. With respect to any Permitted Mortgage filed in accordance with the provisions of Paragraph 19.2 (Filing) hereof, the following provisions shall apply:

a. Lessor, upon providing Lessee any notice of: (i) Default under this Lease, or (ii) a termination of this Lease, or (iii) a matter on which Lessor may predicate or claim a Default, shall at the same time provide a true copy of such notice to every Leasehold Mortgagee. No such notice by Lessor to Lessee shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee that has filed a notice with Lessor in accordance with Paragraph 19.2 (Filing). From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period after the receipt of such notice for remedying any Default or acts or omissions which are the subject matter of such notice or causing the same to be remedied, as is given Lessee. If an event of Default is of a nature that it can reasonably be cured, by lawful means, only by Leasehold Mortgagee obtaining actual physical possession of the Premises, or any part thereof, the period for curing the Default shall be extended so long as (i) the Leasehold Mortgagee is pursuing such self-help as is available under applicable law or (ii) such Leasehold Mortgagee shall be diligently attempting to obtain, in a court of competent jurisdiction, the right to actual physical possession of the Premises or any part thereof, and the Leasehold Mortgagee cures all other events of Default which are susceptible of being cured by the Leasehold Mortgagee.

b. Any Leasehold Mortgagee shall have the right to cure any Default of Lessee hereunder whether the same consists of the failure to pay Rent or any other sums due and owing hereunder or the failure to perform any other matter or thing which the Lessee is hereby required to do or perform, and the Lessor shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by the Lessee.

c. Any Leasehold Mortgagee may, at the time of any damage or destruction, by fire or otherwise, to all or any portion of the Premises or any property thereon, at no cost or expense to Lessor, repair or replace the same, as the case may be.

d. Lessor will take no action by reason of any Default on the part of Lessee so long as the periods for the Leasehold Mortgagee's opportunity to cure Lessee's Defaults as set forth herein have not run. In the event Lessor issues an order canceling this Lease, the order shall not become final until any foreclosure action by a Leasehold Mortgagee, registered with Lessor pursuant to Paragraph 19.2 (Filing) of this Lease, is finally resolved, if the Leasehold Mortgagee does both of the following:

i. Within thirty (30) days of the date of issuance of a notice of Default, files written notice with the Lessor of its intent to proceed with a foreclosure action, and

ii. Within one hundred twenty (120) days of the date of issuance of a notice of Default, has commenced either a foreclosure action in court or a nonjudicial foreclosure of a deed of trust, and has provided Lessor with a certified copy of the complaint or other document that officially commences the foreclosure process, and thereafter prosecutes the foreclosure with reasonable diligence.

Such Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure or other proceedings if the Default which would have been the reason for serving such a notice shall be cured. In addition, so long as Lessor has provided notice and an opportunity to cure to Lessee and any Leasehold Mortgagee as provided herein, nothing herein shall preclude the Lessor from exercising any rights or remedies under this Lease with respect to any other Default by the Lessee during any period of such forbearance. If the Leasehold Mortgagee holding a Permitted Mortgage encumbering Lessee's leasehold interest or a purchaser at a foreclosure or trustee's sale (a "Purchaser") shall acquire title to Lessee's leasehold interest by foreclosure, or by assignment in lieu of foreclosure, or otherwise, and shall cure all Defaults of Lessee which are required to be cured by such Leasehold Mortgagee or Purchaser pursuant hereto, as the case may be, then such Defaults of Lessee or any prior holder of the Lessee's leasehold interests which are not required to be cured by such Leasehold Mortgagee (or Purchaser) shall no longer be deemed to be Defaults hereunder.

e. Any Leasehold Mortgagee or Purchaser of the Lessee's or, if applicable, any sublessee's leasehold interest (or any portion thereof) may become the legal owner and holder of all or a portion of this Lease or such sublease by judicial or non-judicial foreclosure of a Permitted Mortgage or as a result of the assignment of this Lease or such sublease in lieu of

foreclosure without Lessor's consent, whereupon such Leasehold Mortgagee or Purchaser at a foreclosure sale shall immediately become and remain liable under this Lease (or such sublease) to the same extent as Lessee (or such sublessee), and any and all benefits that would thereafter accrue to Lessee (or such sublessee) under this Lease (or such sublease) shall belong to such Leasehold Mortgagee or Purchaser. In case any such Leasehold Mortgagee or Purchaser by foreclosure of Lessee's interest becomes the owner and holder of this Lease, any of the same events described in Paragraph 17.1 (Events) by such Leasehold Mortgagee or Purchaser shall constitute a Default, and Lessor shall be entitled to the same remedies, but only with respect to that part or portion of the Premises held under this Lease by such Leasehold Mortgagee or Purchaser. Nothing contained herein shall be construed or interpreted to preclude Lessor from exercising any of its rights and remedies hereunder if Leasehold Mortgagee or Purchaser, within the periods provided herein, fails to cure any event of Default occurring after the Leasehold Mortgagee or Purchaser acquires its interest herein.

f. On proof that Lessee has rejected this Lease in a bankruptcy proceeding, Lessor shall issue a lease to the most senior Leasehold Mortgagee that applies to Lessor within thirty (30) days after the rejection if all taxes, Rent, Impositions and Additional Amounts are current. Any lease that is issued pursuant to this subparagraph shall be for the remaining term and on the same conditions and priority as this Lease.

g. If such Leasehold Mortgagee or Purchaser is a trustee, each and every obligation of such trustee shall be binding upon it solely in its fiduciary capacity and shall have no force and effect against such trustee in its individual capacity.

h. Lessor shall upon request of a Leasehold Mortgagee execute, acknowledge and deliver to such Leasehold Mortgagee, an agreement prepared at the sole cost and expense (excluding, however, the cost of any attorneys' fees incurred by Lessor) of Lessee, the Leasehold Mortgagee or the sublessee if the Permitted Mortgage is on any sublessee's interest, in form satisfactory to such Leasehold Mortgagee between Lessor, Lessee (or sublessee), and Leasehold Mortgagee, agreeing to all of the provisions of this Section.

i. Lessor agrees that the name of any Leasehold Mortgagee may be added as an additional insured or to the "loss payable endorsement" or named under a standard mortgagee clause of any and all insurance policies carried by Lessee (or sublessee, if applicable). The proceeds arising from any insurance policies are to be held by a bank or trust company chosen by such Leasehold Mortgagee which is authorized to do business in Arizona and has a net worth of $10,000,000.00 or more (the "Depository"), and distributed pursuant to the provisions of this Lease, or, subject to Lessor's prior approval, by the Leasehold Mortgagee whose Permitted Mortgage encumbers Lessee's interest and is prior in lien to any other Leasehold Mortgagee, but the Leasehold Mortgagee may reserve its right to apply to the mortgage debt all, or any part, of Lessee's share of such proceeds pursuant to the Permitted Mortgage.

j. Any Leasehold Mortgagee shall be given prompt notice by Lessor of any arbitration proceedings or legal proceedings by the parties hereto involving obligations under this

Lease, and shall have the right to intervene therein and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to such proceedings, the Leasehold Mortgagee shall receive notice of, and a copy of, any award or decision made in said proceedings which shall be binding on all Leasehold Mortgagees not intervening after receipt of notice of such proceedings.

k. As to any Permitted Mortgage of Lessee's leasehold interest, Lessor consents to a provision therein for an assignment of rents due from sublessee to the holder thereof, effective upon any Default under such Permitted Mortgage, subject to Lessee's or Lessor's right to collect such rents. The holder thereof in any action to foreclose the same shall be entitled to the appointment of a receiver.

l. Nothing herein contained shall be deemed to impose any obligation on the part of Lessor to deliver physical possession of the Premises to any Leasehold Mortgagee, or to its nominee. Lessor agrees, however, that Lessor will, at the sole cost and expense of such Leasehold Mortgagee, or its nominee, cooperate in the prosecution of summary proceedings to evict the then Defaulting Lessee (or sublessee, if applicable).

m. Lessee may delegate irrevocably to any Leasehold Mortgagee holding a Permitted Mortgage encumbering Lessee's leasehold interest the authority to exercise any or all of Lessee's rights hereunder, but no such delegation shall be binding upon Lessor unless and until either Lessee or said Leasehold Mortgagee gives to Lessor a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the Permitted Mortgage itself, in which case the service upon Lessor of a true copy of the Permitted Mortgage in accordance with this Article 19 (Mortgages), together with a written notice specifying the provision therein which delegates such authority to said Leasehold Mortgagee, shall be sufficient to give Lessor notice of such delegation. The rights set forth in this paragraph shall not affect, modify, or limit the rights of the Leasehold Mortgagee contained in this Lease or Lessee's duties and obligations hereunder.

n. No payment made to Lessor by a Leasehold Mortgagee shall constitute an agreement that such payment is, in fact, due under the terms of this Lease. A Leasehold Mortgagee having made any payment to Lessor pursuant to Lessor's wrongful, improper, or mistaken demand shall be entitled to the return of any such payment or a portion thereof provided such Leasehold Mortgagee shall have made demand therefore not later than one year after the date of its payment.

o. Lessor shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of Lessee, any sublessee, or Leasehold Mortgagee to do so, certify by written instrument duly executed and acknowledged to any Leasehold Mortgagee or sublessee, Purchaser, assignee of any right, title or interest of Lessee in this Lease or proposed Leasehold Mortgagee sublessee, Purchaser, or assignee of any right, title or interest of Lessee in this Lease or any other person, firm, or corporation specified in such request: (i) as to whether

this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (ii) as to the existence of any Default hereunder to the best of Lessor's knowledge, (iii) as to the Commencement Date and Expiration Date of the Lease Term; (iv) acknowledging that the lienholder is a Leasehold Mortgagee; (v) as to whether the Lessor has assigned its interests or any portion thereof in this Lease and, to the best of its knowledge, as to whether the Lessee has assigned its interests or any portion thereof in the Lease; (vi) certifying that, to the best of Lessor's knowledge, there has been no violation of any law, ordinance or governmental rule or regulation relating to the Premises; (vii) acknowledging that the creation of the Permitted Mortgage or the Leasehold Mortgagee's acquisition of Lessee's interest in the Premises by foreclosure or otherwise will not constitute an event of Default under the Lease; and (viii) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the Lessee and any other person, firm, or corporation to whom the same may be exhibited or delivered.

p. Nothing herein contained shall require any Leasehold Mortgagee or Purchaser, as a condition to its exercise of rights, to cure any Default of Lessee not reasonably susceptible of being cured by such Leasehold Mortgagee or Purchaser, including but not limited to, a Default related to bankruptcy and insolvency and any other sections of this Lease that may impose conditions of Default not susceptible to being cured by a Leasehold Mortgagee or Purchaser. Such failure to cure shall not constitute a Default hereunder upon the Leasehold Mortgagee or Purchaser taking possession of the Premises through foreclosure of the Leasehold Mortgage or deed-in-lieu thereof.

q. So long as any Permitted Mortgage of Lessee's leasehold interest is in existence, unless all Leasehold Mortgagees holding Permitted Mortgages of Lessee's leasehold interest shall otherwise consent in writing, the fee title to the Premises and the leasehold estate of Lessee therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of such fee title by Lessee or by a third party, by purchase or otherwise. In addition, this Lease shall not be terminated or modified by an agreement between Lessor and Lessee without the consent of all Leasehold Mortgagees.

19.5 Limitations. This Lease grants to any Leasehold Mortgagee only those rights expressly set forth herein, regardless of the terms of the Permitted Mortgages or other documents executed in connection therewith.

Article 20
ENVIRONMENTAL MATTERS

20.1 Definition of Regulated Substances and Environmental Laws. For purposes of this Lease, the term "Environmental Laws" shall include but not be limited to any relevant federal, state, or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this

Agreement, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance," "solid waste," "hazardous waste," "hazardous materials," "hazardous substances," "toxic materials," "toxic substances," "inert materials," "pollutants," "toxic pollutants," "herbicides," "fungicides," "rodenticides," "insecticides," "contaminates," "pesticides," "asbestos," "environmental nuisance," "criminal littering," or "petroleum products" as defined in Environmental Laws.

20.2 Compliance with Environmental Laws. Lessee/Permittee ("Lessee") shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality, and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Premises. Without limiting the foregoing, compliance includes that Lessee shall: (i) comply with all reporting obligations imposed under Environmental Laws; (ii) obtain and maintain all permits required by Environmental Laws and provided a copy to Lessor within ten (10) business days of receipt of the permit; (iii) provide copies of all documentation required by Environmental Laws to Lessor within ten (10) business days of Lessee's submittal and/or receipt of the documentation; and (iv) during the Term of this Lease, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the premises, including but not limited to environmental audits relating to the Premises regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws.

20.3 Designated Compliance Officer. Lessee at all times shall employ or designate an existing employee, consultant or representative (the "Designated Compliant Officer") who is responsible for knowing all Environmental Laws affecting Lessee and Lessee's business and monitoring Lessee's continued compliance with applicable Environmental Laws. Upon request by Lessor, Lessee shall make the Designated Compliance Officer available to discuss Lessee's compliance, answer any questions, and provide such reports and confirming information as Lessor may reasonably request.

20.4 Audit. At any time during the term of this Lease, but on no more than one occasion during each three (3) year period, Lessor may request Lessee to provide an environmental audit of the Premises performed by an Arizona registered professional engineer or an Arizona registered geologist. Lessee shall pay the entire cost of the audit. The environmental audit shall include preparation of a report, to be provided to Lessor, which contains the following: verification of Lessee's compliance with environmental permits; evaluation of the effectiveness of Lessee's environmental management system; discussion of effective solutions to common environmental issues in Lessee's operation; and generation of protocols or other checklists to manage Lessee's operation in compliance with Environmental Laws.

20.5 Environmental Assessment. At any time during the Term of the Lease if Lessor has a reasonable belief that there may be any violation of Environmental Laws occurring or having occurred on the Premises or that the condition of the Premises warrants an assessment of its environmental condition, Lessor may require Lessee to obtain one Phase I environmental assessment of the Premises performed by an Arizona registered professional engineer or an

Arizona registered geologist. The Phase I environmental assessment shall consist of: (i) a review of relevant property documents, including Arizona State Land Department documents, relevant to environmental issues, (ii) an inspection of the site, (iii) interviews with persons knowledgeable regarding the site's environmental history, and (iv) available prior environmental assessments, all in accordance with ASTM standards under ASTM Document No. E1527. If, based upon the Phase I environmental assessment or its own independent investigation, Lessor identifies any possible violation of Environmental Laws or the terms of this Lease, Lessor may require Lessee to conduct additional environmental assessments as Lessor deems appropriate for the purpose of ensuring that the Premises are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Lessor, shall be obtained for the benefit of both Lessee and Lessor. A copy of the Phase I report shall be provided both to Lessee and Lessor. Lessor, in its sole discretion, shall have the right to require Lessee to perform additional assessments of any damage to the Premises arising out of any violations of Environmental Laws. If Lessee fails to obtain any assessment required by Lessor, Lessee shall pay the entire costs of any and all assessments required by Lessor, notwithstanding the expiration or termination of the Lease.

20.6 Indemnity for Environmental Damage. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Lessor in any way relating to or arising out of any non-compliance by Lessee, Lessee's successors or sublessees, with any Environmental Laws, the existence or presence from and after the Commencement Date of any Regulated Substance, on, under, or from the Premises, and any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Premises by the Lessee, its agents, contractors, or subcontractors.

20.7 Scope of Indemnity. This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, willful misconduct, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Lease and/or transfer of all or any portion of the Premises and shall be governed by the laws of the State of Arizona.

20.8 Lessee's Participation in the Defense. In the event any action or claim is brought or asserted against Lessor which is or may be covered by this indemnity, the Lessee shall fully participate, at Lessee's expense, in the defense of the action or claim including but not limited to the following: (i) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (ii) the conduct of any proceedings, hearings, and/or litigation, and (iii) the negotiation and finalization of any agreement or settlement. Lessor shall retain the right to make all final decisions concerning the defense.

20.9 Restoration. Prior to the termination of this Lease and in addition to those obligations set forth in this Lease, Lessee shall restore the Premises by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by the Lessee. If the Premises or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Premises or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, the Lessee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Premises to the original condition existing on the date that the Lessee first occupied the Premises, to the satisfaction of Lessor. In any event, any damage, destruction, or restoration by Lessee shall not relieve Lessee from its obligations and liabilities under this Lease.

Article 21
MUTUAL CANCELLATION

21.1 Mutual Cancellation. This Lease may be terminated as to all or part of the parcel prior to the expiration date upon written agreement signed by both Lessor and Lessee. The agreement shall specify the terms and conditions of such a cancellation and may include but shall not be limited to an acceleration of the amortization of the improvements.

21.2 Proration of Rent. Upon cancellation or termination for any reason Rent shall not be pro-rated unless specifically stipulated elsewhere in this document.

Article 22
MISCELLANEOUS

22.1 Rights. This Lease grants Lessee only those rights expressly and unequivocally granted herein and Lessor retains and reserves all other rights in the Premises.

22.2 Binding Effect. Each provision of this Lease shall extend to, be binding on and inure to the benefit of not only Lessee but each of its respective heirs, administrators, executors, successors and assigns. When reference is made in this Lease to either "Lessor" or "Lessee", the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of the parties. This Lease shall be binding upon all subsequent owners of the Premises, and of any interest or estate therein or lien or encumbrance thereon.

22.3 No Partnership. The relationship of the parties is that of Lessor and Lessee, and it is expressly understood and agreed that Lessor does not in any way or for any purpose become a partner of Lessee or a joint venturer with Lessee in the conduct of Lessee's business or otherwise, and that the provisions of any agreement between Lessor and Lessee relating to Rent are made solely for the purpose of providing a method by which Rent is to be measured and ascertained.

22.4 Quitclaim Upon Termination. After the expiration, cancellation, or termination of this Lease, Lessee shall execute, acknowledge and deliver to Lessor within thirty (30) days after written demand from Lessor to Lessee, any document requested by Lessor quitclaiming any right, title or interest in the Leasehold to Lessor or other document required by any reputable title company to remove the cloud of this Lease from the Premises; provided, however, such document shall not act to diminish or terminate any rights of the owner of Improvements to remove the Improvements as set forth herein.

22.5 Titles. The titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of the Lease.

22.6 Notices. Any notice to be given or other document to be delivered to Lessee or Lessor hereunder shall be in writing and delivered to Lessee or Lessor by depositing same in the United States Mail, with prepaid postage thereon and addressed as follows:

TO Lessor: Arizona State Land Department
1616 West Adams Street - First Floor
Phoenix, Arizona 85007

TO Lessee: Address of Record, with a copy to all Leasehold Mortgagees

Lessee must notify Lessor by written notice of any change in address within thirty (30) days. Lessor may, by written notice to Lessee, designate a different address. A copy of any notice to Lessee shall also be given to all Leasehold Mortgagees. Notice shall be deemed given upon delivery in case of personal delivery or five (5) days following deposit in the U. S. Mails.

22.7 No Promise To Sell. Lessee acknowledges that it has not been induced to enter into this Lease by any promise from Lessor or any of its agents, servants or employees that the Parcel will be offered for sale at any time.

22.8 Cancellation. Lessor may cancel this Lease within three (3) years of execution, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease on behalf of Lessor or any of its departments or agencies is, at any time while the Lease or any extension of the Lease is in effect, an employee of any other party to the Lease in any capacity, or a consultant to any other party of the Lease with respect to the subject matter of the Lease. The cancellation shall be effective when written notice from the Governor is received by all other parties to the Lease unless the notice specifies a later time. This provision is subject to the statutory rights of all Leasehold Mortgagees as provided by law and the statutory limits on this right of cancellation.

22.9 Applicable Law. This Lease is subject to all current and subsequently enacted rules, regulations and laws applicable to State lands and to the rights and obligations of Lessors and Lessees. No provision of this Lease shall create any vested right in Lessee except as otherwise specifically provided in this Lease.

22.10 Amendment. This Lease may be amended only as permitted by law, in writing and upon agreement by Lessor and Lessee.

22.11 Attorneys' Fees. In any action arising out of this Lease, the prevailing party is entitled to recover reasonable attorneys' fees and costs in addition to the amount of any judgment, costs and other expenses as determined by the court. In the case of Lessor, reasonable attorneys' fees shall be calculated at the reasonable market value for such services when rendered by private counsel, notwithstanding that it is represented by the Arizona Attorney General's Office or other salaried counsel.

22.12 Execution. This document is submitted for examination. This is not an option or offer to lease or grant a permit. This document shall have no binding effect on the parties unless and until executed by Lessor (after execution by the Lessee), and a fully executed copy is delivered to the Lessee.

22.13 Severability. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the Lease shall remain in full force and effect if such provision was not a material inducement to the benefitted party and the remaining provisions permit the parties to achieve the practical benefits of the arrangements contemplated hereby.

22.14 Mortgagee Request. If any Leasehold Mortgagee to whom the Lessee proposes to make a Permitted Mortgage on Lessee's leasehold interest shall require as a condition to making any loan secured by such Permitted Mortgage that Lessor agree to amend this Lease, then Lessor expressly agrees that it will make the requested amendments; provided that, the amendments do not impair Lessor's interests and can be legally effected without conducting a public hearing or advertising and offering this Lease as so amended at any public auction.

22.15 Memorandum. The parties shall execute and Lessee shall cause to be recorded, at Lessee's option, a memorandum of this Lease suitable for recording purposes, in the Official Records of Maricopa County, Arizona. The Lessee shall be responsible for preparing and recording the necessary documents and all costs associated therewith.

22.16 Cooperation. The parties hereto agree to fully and reasonably cooperate so as to allow Lessee to develop the Parcel consistent with this Lease and the applicable zoning. Lessor's cooperation shall not include any obligation on the part of Lessor to expend any monies on behalf of Lessee. Lessor's cooperation shall include, but not be limited to, cooperation by executing applications and petitions for any zoning and rezoning in accordance with Article 6 (Use & Occupancy of Premises), and cooperation by executing such other and further documents as may be reasonably required by Lessee to carry out the intent of the parties contemplated by this Lease.

22.17 Construction. The parties acknowledge that they have both had the benefit of legal counsel in negotiating and drafting this Lease. They therefore agree that, notwithstanding

anything contained herein to the contrary, this Lease and all of its terms, provisions and conditions shall be construed fairly and not against either Lessor or the Lessee.

22.18 Mandatory Arbitration. To the extent applicable, Lessor and Lessee agree to make use of mandatory arbitration pursuant to A.R.S. §12-133.

22.19 Governing Law. Since the Parcel is situated in Arizona, this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Arizona. Any legal proceeding arising out of this Lease shall be brought in the Superior Court of Arizona, Maricopa County.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS HEREOF, the parties hereto have signed this Lease, effective the date and year set forth previously herein.

LESSOR:

State of Arizona
Arizona State Land Commissioner

By: _____

Date:

LESSEE:

Higgins Development Partners,
a Delaware limited liability company

By: _____

Date: 12/18/06

State of ~~Arizona~~ Illinois)
) ss.
County of ~~Maricopa~~ Cook)

The foregoing instrument was acknowledged before me this 18th day of December 2006, by John W. Higgins, Chairman + CEO.

My Commission Expires: 03/27/07

_____
Notary Public

"OFFICIAL SEAL"
JENNI JAMES
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 03/27/2007

State of Arizona)
)
County of Maricopa)

The foregoing instrument was acknowledged before me this 21st day of December, 2006, by Mark Winkleman, as Commissioner, of the Arizona State Land Department for the State of Arizona.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: May 6, 2007

Katalin Gordon
Notary Public

OFFICIAL SEAL
KATALIN GORDON
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 6, 2007

ARIZONA STATE LAND DEPARTMENT COMMERCIAL LEASE 03-105720
ALTA/ACSM LAND TITLE SURVEY

LEGAL DISCRIPTION

TRACTS 12 AND 13 AS SHOWN ON STATE PLAT NO. 19, 40TH STREET AND MCDOWELL ROAD AS RECORDED IN BOOK 332 OF MAPS, PAGE 26 OF RECORDS IN MARICOPA COUNTY, ARIZONA AND PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 3 EAST, AN IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ALUMINUM CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 1;

THENCE S 89°24'41" E A.D.O. 46.62 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 40TH STREET BEING 40.00 FEET WEST OF THE CENTERLINE THEREOF;

THENCE S 00°58'36" W A.D.O. 1023.14 FEET ALONG SAID WEST RIGHT-OF-WAY LINE, TO A POINT;

THENCE N 89°50'31" W A.D.O. 680.77 FEET, TO A POINT;

THENCE S 00°48'01" E A.D.O. 330.00 FEET, TO A POINT ON THE NORTH BOUNDARY LINE OF "GATEWAY COMMERCE PARK II" AS RECORDED IN BOOK 442 OF MAPS, PAGE 20, M.C.R.;

THENCE N 89°50'31" W A.D.O. 637.93 FEET, ALONG SAID NORTH LINE, TO A FOUND ½" IRON PIPE AT THE NORTHWEST CORNER OF SAID "GATEWAY COMMERCE PARK II";

THENCE S 00°37'53" E A.D.O. 160.93 FEET, TO A FOUND ½" IRON PIPE AT THE SOUTHWEST CORNER OF SAID "GATEWAY COMMERCE PARK II" AND THE MOST SOUTHERLY CORNER OF "STATE PLAT NO. 19" PER BOOK 332 OF MAPS, PAGE 26, M.C.R.;

THENCE N 52°58'13" W A.D.O. 174.82 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID "STATE PLAT NO. 19", TO A POINT;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY LINE IN 49°25'51' W A DIST OF 1025.82 FEET, TO THE SOUTHWEST CORNER OF TRACT 12;

THENCE N 00°25'18" W A.D.O. 739.95 FEET, ALONG THE WEST BOUNDARY LINE OF TRACT 12 OF SAID "STATE PLAT NO. 19", TO A POINT ON THE NORTH BOUNDARY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1;

THENCE S 89°57'26" E A DIST OF 2207.37 FEET ALONG SAID NORTH BOUNDARY LINE, TO THE POINT OF BEGINNING.

CONTAINING 59.72 ACRES, MORE OR LESS.

Exhbit "B"
03-105720

Lease Year	Base Rental Revenue	End User Base Rental Revenue
1	$ 1,050,000.00	$ 1,050,000.00
2	$ 787,500.00	$ 787,500.00
3	$ 787,500.00	$ 787,500.00
4	$ 1,050,000.00	$ 1,050,000.00
5	$ 1,680,000.00	$ 1,680,000.00
6	$ 1,963,500.00	$ 2,194,500.00
7	$ 1,963,500.00	$ 2,656,500.00
8	$ 1,963,500.00	$ 2,656,500.00
9	$ 1,963,500.00	$ 2,656,500.00
10	$ 1,963,500.00	$ 2,656,500.00
11	$ 2,413,950.00	$ 2,922,150.00
12	$ 2,413,950.00	$ 2,922,150.00
13	$ 2,413,950.00	$ 2,922,150.00
14	$ 2,413,950.00	$ 2,922,150.00
15	$ 2,413,950.00	$ 2,922,150.00
16	$ 2,655,345.00	$ 3,214,365.00
17	$ 2,655,345.00	$ 3,214,365.00
18	$ 2,655,345.00	$ 3,214,365.00
19	$ 2,655,345.00	$ 3,214,365.00
20	$ 2,655,345.00	$ 3,214,365.00
21	$ 2,920,879.50	$ 3,535,801.50
22	$ 2,920,879.50	$ 3,535,801.50
23	$ 2,920,879.50	$ 3,535,801.50
24	$ 2,920,879.50	$ 3,535,801.50
25	$ 2,920,879.50	$ 3,535,801.50
26	$ 3,212,967.45	$ 3,889,381.65
27	$ 3,212,967.45	$ 3,889,381.65
28	$ 3,212,967.45	$ 3,889,381.65
29	$ 3,212,967.45	$ 3,889,381.65
30	$ 3,212,967.45	$ 3,889,381.65
31	$ 3,534,264.20	$ 4,278,319.82
32	$ 3,534,264.20	$ 4,278,319.82
33	$ 3,534,264.20	$ 4,278,319.82
34	$ 3,534,264.20	$ 4,278,319.82
35	$ 3,534,264.20	$ 4,278,319.82
36	$ 3,887,690.61	$ 4,706,151.80
37	$ 3,887,690.61	$ 4,706,151.80
38	$ 3,887,690.61	$ 4,706,151.80
39	$ 3,887,690.61	$ 4,706,151.80
40	$ 3,887,690.61	$ 4,706,151.80
41	$ 4,276,459.68	$ 5,176,766.98
42	$ 4,276,459.68	$ 5,176,766.98
43	$ 4,276,459.68	$ 5,176,766.98
44	$ 4,276,459.68	$ 5,176,766.98
45	$ 4,276,459.68	$ 5,176,766.98
46	$ 4,704,105.64	$ 5,694,443.67
47	$ 4,704,105.64	$ 5,694,443.67
48	$ 4,704,105.64	$ 5,694,443.67
49	$ 4,704,105.64	$ 5,694,443.67
50	$ 4,704,105.64	$ 5,694,443.67
51	$ 5,174,516.21	$ 6,263,888.04
52	$ 5,174,516.21	$ 6,263,888.04
53	$ 5,174,516.21	$ 6,263,888.04
54	$ 5,174,516.21	$ 6,263,888.04
55	$ 5,174,516.21	$ 6,263,888.04
56	$ 5,691,967.83	$ 6,890,276.85
57	$ 5,691,967.83	$ 6,890,276.85
58	$ 5,691,967.83	$ 6,890,276.85
59	$ 5,691,967.83	$ 6,890,276.85
60	$ 5,691,967.83	$ 6,890,276.85
61	$ 6,261,164.61	$ 7,579,304.53
62	$ 6,261,164.61	$ 7,579,304.53
63	$ 6,261,164.61	$ 7,579,304.53
64	$ 6,261,164.61	$ 7,579,304.53
65	$ 6,261,164.61	$ 7,579,304.53

SUBLEASE ESTOPPEL AGREEMENT

This Sublease Estoppel Agreement is entered into by and between _____., an Arizona limited liability company ("Lessee/Sublessor") and _____, a(n) _____ ("Sublessee"), with reference to the following facts:

1. Lessee/Sublessor and the State of Arizona, Arizona State Land Department, ("Ground Lessor") have entered into the certain Arizona State Land Department Commercial Lease No. 03-105720, (the "Ground Lease"), and expiring, (the "Expiration Date"), covering certain real property situated in Maricopa County, Arizona, and legally described in Exhibit "A" attached hereto (the "Parcel").

2. Lessee/Sublessor, as landlord, and Sublessee, as tenant, have entered into a sublease dated _____, 200__ (the "Sublease") for the Parcel or portion thereof as described on Exhibit "B" attached hereto (the "Subleased Premises") for an initial term of _____ (___) years (subject to _____ (___) separate _____-year renewal options) and upon the terms and conditions set forth therein.

NOW, THEREFORE, in accordance with the provisions of Paragraph 14.4 of the Ground Lease, Lessee/Sublessor and Sublessee represent and warrant to the Ground Lessor, knowing the Ground Lessor will rely upon, and are estopped to assert any fact, term or condition inconsistent with, the following relative to the Sublease:

a. In the event the Ground Lease is terminated, and to the extent Ground Lessor is required under the terms of the Ground Lease to recognize the rights of Sublessee under the Sublease and not disturb the Sublessee in accordance with the terms of the Sublease, the Ground Lessor's obligations shall be no greater than and its rights no less than those set forth in the Ground Lease;

b. The term of the Sublease (including any option terms) does not end later than the Expiration Date of the Ground Lease;

c. The Sublease does not relieve Lessee/Sublessor of its responsibility to pay and perform all of its obligations under the Ground Lease;

d. Lessee/Sublessor is not entitled under the Sublease to collect rent which is prepaid in excess of one year in advance, unless Lessee/Sublessor either: (i) prepays Rent under the Ground Lease for the portion of the Parcel covered by the sublease, or (ii) provides Ground Lessor with a letter of credit or other bond which is in such form as is reasonably satisfactory to Ground Lessor and secures payment to Ground Lessor of the pro rata portion of such prepaid rent which Ground Lessor would be entitled to receive as Rent under the Ground Lease for the pertinent portion of the Parcel;

e. The proposed use of the Subleased Premises is a Permitted Use as defined in the Ground Lease;

f. The Sublease contains the attornment provisions of Paragraph 14.5 ("Attornment") of the Ground Lease; and

g. The Sublease is an arms-length transaction negotiated in good faith, and provides for rental rates comparable to existing market rates.

LESSEE/SUBLESSOR:

By:
Name: _____
Its: _____

SUBLESSEE:

By:
Name:
Its: _____, a(n)
_____

STATE OF)
) ss.
County of)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

My Commission Expires:

STATE OF)

) ss.

County of)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

My Commission Expires:

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL

Exhibit B to Sublease Estoppel Agreement

(Site Plan depicting Subleased Premises)

SUBLEASE ESTOPPEL AGREEMENT (SPACE LEASE)

This Sublease Estoppel Agreement is entered into by and between _____, an Arizona limited liability company ("Lessee/Sublessor"), and _____, a(n) _____ ("Sublessee"), with reference to the following facts:

1. Lessee/Sublessor and the State of Arizona, Arizona State Land Department, ("Ground Lessor") have entered into the certain Arizona State Land Department Commercial Lease No. 03-105720 dated _____, 2006, (the "Ground Lease"), and expiring _____, (the "Expiration Date"), covering certain real property situated in Maricopa County, Arizona, and legally described in Exhibit "A" attached hereto (the "Parcel").

2. Lessee/Sublessor, as landlord, and Sublessee, as tenant, have entered into a sublease dated _____ ____, 200_ (the "Sublease") for the Parcel or portion thereof as described on Exhibit "B" attached hereto (the "Subleased Premises") for an initial term of _____ (__) years (subject to _____ (___) separate _____-year renewal option) and upon the terms and conditions set forth therein.

NOW, THEREFORE, in accordance with the provisions of Paragraph 14.4(g) of the Ground Lease, Lessee/Sublessor and Sublessee represent and warrant to the Ground Lessor, knowing the Ground Lessor will rely upon, and are estopped to assert any fact, term or condition inconsistent with, the following relative to the Sublease:

a. In the event the Ground Lease is terminated, and to the extent Ground Lessor is required under the terms of the Ground Lease to recognize the rights of Sublessee under the Sublease and not disturb the Sublessee in accordance with the terms of the Sublease, the Ground Lessor's obligations shall be no greater than and its rights no less than those set forth in the Ground Lease;

b. The term of the Sublease (including any option terms) does not end later than the Expiration Date of the Ground Lease;

c. The Sublease does not relieve Lessee/Sublessor of its responsibility to pay and perform all of its obligations under the Ground Lease;

d. Lessee/Sublessor is not entitled under the Sublease to collect rent which is prepaid in excess of one year in advance, unless Lessee/Sublessor either: (i) prepays Rent under the Ground Lease for the portion of the Parcel covered by the sublease, or (ii) provides Ground Lessor with a letter of credit or other bond which is in such form as is reasonably satisfactory to Ground Lessor and secures payment to Ground Lessor of the pro rata portion of such prepaid rent which Ground Lessor would be entitled to receive as Rent under the Ground Lease for the pertinent portion of the Parcel;

e. The proposed use of the Subleased Premises is a Permitted Use as defined in the Ground Lease;

f. The Sublease contains the attornment provisions of Paragraph 14.5 ("Attornment") of the Ground Lease;

g. The Sublease is an arms-length transaction negotiated in good faith, and provides for rental rates comparable to existing market rates; and

h. The Sublease constitutes a "Space Lease" within the meaning of and subject to the benefit of the provisions of Section 14.6 of the Ground Lease; and

i. Ground Lessor does not assume any affirmative obligations of Sublessor with respect to the Sublease (e.g, to make any payments to the Sublessee, to construct improvements, to maintain and/or repair the Subleased Premises, or to maintain and/or repair Common Areas).

LESSEE/SUBLESSOR:

By:
Name: _____
Its: _____

SUBLESSEE:

_____ a(n)
_____

By:
Name: _____
Its: _____

STATE OF)
) ss.
County of)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State
My Commission Expires:

_____

STATE OF)
) ss.
County of)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State
My Commission Expires:

_____

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL

Exhibit B to Sublease Estoppel Agreement

(Site Plan depicting Subleased Premises)

When recorded, return to:

RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made to be effective as of _____, 200___ (the "Effective Date") by and among _____ ("Sublessor"), with an address at _____; and _____, a(n) _____ ("Sublessee"), with an address at _____ _____; and the STATE OF ARIZONA, acting by and through the Arizona State Land Department ("Ground Lessor"), with an address at 1616 West Adams, Phoenix, Arizona 85007.

RECITALS:

A. Sublessor and Ground Lessor have entered into the certain Arizona State Land Department Long Term Commercial Lease No. 03-105720 dated _____ (the "Ground Lease"), covering certain real property situated in Maricopa County, Arizona, and legally described in Exhibit "A" attached hereto and by reference incorporated herein (the "Property"). A Memorandum of the Ground Lease was recorded on _____ in the official records of Maricopa County, Arizona as Instrument No. _____.

B. Sublessor, as landlord, and Sublessee, as tenant, propose to enter into that certain Ground Sublease dated _____, 200__ (the "Sublease") for certain land within the Property and more particularly described in the Sublease (the "Subleased Premises") for an initial term of _____ (___) (subject to _____ (___)separate ___-year renewal options) and upon terms and conditions set forth therein.

C. In connection with the Sublease, Sublessor and Sublessee have entered into the following other agreement referred to in this Agreement as the "Related Agreement" affecting the Property and the Subleased Premises: Memorandum of Lease.

D. Sublessor, Sublessee and Ground Lessor desire to confirm their understanding with respect to the Sublease, the Ground Lease and the Related Agreements. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Ground Lease or the Sublease, as the context requires.

AGREEMENT:

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

1. In accordance with the provisions of Sections 14.4 and 14.5 of the Ground Lease, Ground Lessor hereby consents to the Sublease and the Related Agreement.

2. Ground Lessor and Sublessor each acknowledge and affirm, for the benefit of one another and Sublessee, that: (a) to the best of their knowledge, on the date hereof, neither party is in default under the Ground Lease, nor has committed any act or omission that might become an event of default if uncured within the applicable notice and cure periods; and (b) the Ground Lease is unmodified and in full force and effect.

3. In the event of a cancellation or termination of the Ground Lease for any reason, then, so long as Sublessee is not in default under any of the terms, covenants, or conditions of the Sublease (any required notice having been given and any applicable cure period having expired), and subject to the provisions hereof and the Sublease, and the rights of Sublessee under the Sublease and/or the Related Agreement shall continue in full force and effect and shall not be terminated or disturbed by Ground Lessor except in accordance with the express provisions of the Sublease. In such event, Sublessee hereby agrees to attorn to and accept Ground Lessor as the lessor under the Sublease and to be bound by and perform all of the obligations imposed upon Sublessee by the Sublease; and, subject to the provisions hereof, Ground Lessor agrees to recognize Sublessee's rights under the Sublease and the Related Agreement and not disturb the possession and rights of Sublessee. Ground Lessor shall not be entitled to cancel or terminate the Sublease and/or the Related Agreement as a result of casualty or condemnation. Ground Lessor will be bound by all of the obligations imposed by the Sublease and the Related Agreement upon the Sublessor, except that Ground Lessor shall not be:

a. liable for any act or omission of any prior lessor (including Sublessor) or obligated to cure any defaults under the Sublease and/or the Related Agreements of any prior lessor (including Sublessor) in either event, which occurred prior to the date Ground Lessor obtained possession of the Property; provided, however, if following the succession of Ground Lessor to the interest of Sublessor under the Sublease, Sublessee shall give written notice to Ground Lessor of any default on the part of a prior lessor under the Sublease (including Sublessor) which is continuing beyond the date Ground Lessor succeeded to the interest of Sublessor under the Sublease, and should Ground Lessor, in the exercise of its sole and absolute discretion, choose to not cure such continuing default, Sublessee shall be entitled to exercise the self help rights afforded Sublessee under the Sublease with respect to Common Area maintenance, Real Estate Taxes and insurance premiums and offset the costs of exercising such self help rights against amounts otherwise payable by Sublessee under the Sublease with respect to Common Area maintenance, Real Estate Taxes and insurance premiums and other additional charges, but not minimum rent, base rent or fixed rent; or

b. subject to any defenses which Sublessee may have against any prior lessor (including Sublessor); or

c. subject to any offsets which Sublessee may have against any prior lessor (including Sublessor), unless Ground Lessor shall have received from Sublessee written notice of the default giving rise to any such claimed offset within thirty (30) days after notice of such default was furnished by Sublessee to Sublessor, which offset shall be limited to amounts due to Sublessee as a result of the performance by Sublessee of Sublessor's obligations under the Sublease with respect to Common Area maintenance, Real

Estate Taxes or insurance premiums and shall not include offsets against fixed rent, base rent, minimum rent or arising out of other agreements between Sublessor and Sublessee; or

d. bound by any payment in respect of rent, common area expenses, or other additional charges, as described in the Sublease, which Sublessee might have paid for more than one year in advance to any prior lessor (including Sublessor); or

e. bound by any amendment or modification of the Sublease and/or the Related Agreement material to the interests of Ground Lessor and made without the written consent of Ground Lessor, which consent shall not be unreasonably withheld or delayed, and which consent shall be deemed to have been given if, within a period of thirty (30) days following Ground Lessor's receipt of a written request for Ground Lessor's approval delivered by Sublessor and/or Sublessee, as the case may be, Ground Lessor fails to provide written notice of its disapproval; or

f. bound by any provision set forth in the Sublease and or Related Agreement requiring Sublessor to indemnify or hold Sublessee harmless, except to the extent permitted under applicable law; or

g. bound by any covenant to maintain, repair, rebuild or replace any portion of the Premises (subject, however, to the rights of Sublessee described in paragraph 4 below); or

h. bound by any obligation to make any payment to Sublessee (subject, however, to the rights of Sublessee described in paragraph 4 below).

4. Ground Lessor does not assume any affirmative obligations of Sublessor with respect to the Sublease and/or the Related Agreement (e.g., to make any payment to the Sublessee, to construct improvements, to maintain, insure and/or repair the Subleased Premises, or to maintain, insure and/or repair Common Areas). In consideration of Ground Lessor not assuming any such affirmative obligations, Sublessee shall have the right (but not the obligation) to perform any affirmative obligations of Sublessor and to setoff the amounts expended by Sublessee in performing such affirmative obligations against charges otherwise payable to Ground Lessor under the Sublease with respect to common area maintenance, real estate taxes, insurance premiums and other additional charges, but not minimum rent, base rent or fixed rent. Sublessee's rights with respect to such affirmative obligations shall be limited to such a setoff right or, if permitted by the terms of the Sublease, to termination of the Sublease. In no event shall Sublessee have any right to recover damages against Ground Lessor for failing to perform any affirmative obligation of Sublessor under the Sublease and/or Related Agreement or for failing to cure any default of any prior lessor (including Sublessor). In no event shall the offset rights afforded Sublessee under paragraph 3 above or this paragraph 4 apply to any obligation of Sublessee to pay minimum rent, base rent or fixed rent under the Sublease. In addition, Ground Lessor's obligations under the Sublease shall be no greater and its rights no less than those set forth in the Ground Lease, but the obligations of Sublessee shall be no greater than those set forth in the Sublease and the Related Agreement; provided, however, in all events the minimum rent, base rent or fixed rent payable by Sublessee under the Sublease shall not be less than an allocable share (calculated on a land area to land area basis) of the ground rent payable under the Ground Lease.

5. All notices hereunder shall be given by mailing such notice via United States registered or certified mail, with return receipt requested, postage prepaid, to a party at the address for such party shown at the beginning of this Agreement (or at such other address as shall be designated in writing by the party in a notice given in accordance with the requirements hereof); and such notices shall be deemed to have been given

three (3) days after deposit in the mail.

6. This Agreement supersedes any inconsistent provisions of the Sublease and/or Related Agreement. As between Ground Lessor and Sublessee, the non-disturbance and recognition protection afforded to the Sublease and Sublessee pursuant to this Agreement is in furtherance of the recognition and non-disturbance protection afforded under Sections 14.4 and 14.5 of the Ground Lease.

7. This Agreement shall inure to the benefit of the parties hereto, their successors and permitted assigns, including any permitted subtenant of the Subleased Premises. In the event of the assignment or transfer of the interest of Ground Lessor under the Ground Lease or the interest of Sublessee in the Sublease and the Related Agreement, all obligations and liabilities (except those accruing prior to the date of such assignment of transfer) of the assignor under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom assignor's interest is assigned or transferred.

8. If there is an litigation or arbitration between any of the parties to this Agreement to enforce or interpret any provisions hereof or rights arising hereunder, the losing party in such litigation, as determined by the court or arbitrator, shall pay to the prevailing party, as determined by the court, all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement cannot be altered or amended except pursuant to an instrument, in writing, signed by Sublessor, Sublessee and Ground Lessor or their permitted successors or assignees. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Each covenant, condition and provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any covenant, condition or provision of this Agreement shall be held to be void or invalid, the same shall not affect the remainder hereof which shall be effective as though the void or invalid covenant, condition or provision had not been contained herein.

11. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action, but the failure to do so shall not be a breach of this Agreement and the only remedy of the party who has not violated such requirements against the party who has shall be to bring an action against the party failing to comply with such requirements for the monetary damages, if any, suffered by the party bringing the action as a direct and proximate result of such failure by the party against whom the action is brought.

12. The parties agree that notwithstanding any provision of this Agreement or the Sublease or the Related Agreements to the contrary, but subject to the offset rights of Sublessee provided in paragraph 3 and paragraph 4 of this Agreement, if performance under this Agreement, the Sublease, or the Related Agreement by Ground Lessor shall ever be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"), and if the Legislature should fail to appropriate the necessary funds for such performances, then, by written notice of Sublessee, Ground Lessor shall be excused from such performance to the extent of such failure to appropriate and for so long as such failure continues. Sublessee recognizes and understands that appropriation is a legislative act and is beyond the control of Ground Lessor.

13. Notice is hereby given that this Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511. To the extent applicable, the parties agree to make use of arbitration pursuant to rules adopted under A.R.S. §12-133.

14. Sublessor and Sublessee represent and warrant to Ground Lessor that the Sublease and the Related Agreement are the result of an arms length transaction negotiated in good faith and provides for rental rates comparable to existing market rates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first set forth above.

STATE OF ARIZONA

By:_____
Arizona State Land Commissioner

SUBLESSOR:

By:_____
Name:_____
Its:_____

SUBLESSEE:

_____, a(n)
_____

By:_____
Name:_____
Its:_____

When recorded, return to:

RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made to be effective as of _____, 200__ (the "Effective Date") by and among _____ ("Sublessor"), with an address at _____; and _____ ("Sublessee"), with an address at_____; and the STATE OF ARIZONA, acting by and through the Arizona State Land Department ("Ground Lessor"), with an address at 1616 West Adams, Phoenix, Arizona 85007.

RECITALS:

A. Sublessor and Ground Lessor have entered into the certain Arizona State Land Department Long Term Commercial Lease No. 03-105720 dated _____(the "Ground Lease"), covering certain real property situated in Maricopa County, Arizona, and legally described in Exhibit "A" attached hereto and by reference incorporated herein (the "Property"). A Memorandum of the Ground Lease was recorded on _____ in the official records of Maricopa County, Arizona as Instrument No. _____.

B. Sublessor, as landlord, and Sublessee, as tenant, have entered into a lease dated _____ (the "Sublease") for certain land within the Property described in the Sublease (the "Subleased Premises") for an initial term of _____ (____) years (subject to _____ (____) separate _____-year renewal options) and upon terms and condition set forth therein.

C. In connection with the Sublease, Sublessor and Sublessee have entered into the following other agreements collectively referred to herein as the "Related Agreement," affecting the Property and the Subleased Premises: Memorandum of Lease.

D. Sublessee and Ground Lessor desire to confirm their understanding with respect to the Sublease, the Ground Lease and the Related Agreement.

AGREEMENT:

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

1. In accordance with the provisions of Sections 14.4 and 14.5 of the Ground Lease, Ground Lessor hereby consents to the Sublease and the Related Agreement. Ground Lessor acknowledges and agrees that the Sublease constitutes a "Space Lease" within the meaning of and subject to the benefit of the provisions of Section 14.6 of the Ground Lease.

2. Ground Lessor and Sublessor each acknowledge and affirm, for the benefit of one another and Sublessee, that: (a) to the best of their knowledge, on the date hereof, neither party is in default under the Ground Lease, nor has committed any act or omission that might become an event of default if uncured within the applicable notice and cure periods; and (b) the Ground Lease is unmodified and in full force and effect.

3. In the event of a cancellation or termination of the Ground Lease for any reason, then, so long as Sublessee is not in default under any of the terms, covenants, or conditions of the Sublease, or the Related Agreement (any required notice having been given and any applicable cure period having expired), and subject to the provisions hereof, the Sublease, the Related Agreement, and the rights of Sublessee thereunder shall continue to full force and effect and shall not be terminated or disturbed by Ground Lessor except in accordance with the express provisions of the Sublease and/or the Related Agreement. In such event, Sublessee hereby agrees to attorn to and accept Ground Lessor as the lessor under the Sublease and to be bound by and perform all of the obligations imposed by the Sublease, and subject to the provisions hereof, Ground Lessor agrees to recognize Sublessee's tenancy under the Sublease and Sublessee's rights under the Related Agreement and not disturb the possession and right of Sublessee and will be bound by all of the obligations imposed by the Sublease and the Related Agreement upon the Sublessor, except that Ground Lessor shall not be:

a. liable for any act or omission of any prior lessor (including Sublessor) or obligated to cure any defaults under the Sublease and/or the Related Agreements of any prior lessor (including Sublessor) in either event, which occurred prior to the date Ground Lessor obtained possession of the Property; provided, however, if following the succession of Ground Lessor to the interest of Sublessor under the Sublease, Sublessee shall give written notice to Ground Lessor of any default on the part of a prior lessor under the Sublease (including Sublessor) which is continuing beyond the date Ground Lessor succeeded to the interest of Sublessor under the Sublease, and should Ground Lessor, in the exercise of its sole and absolute discretion, choose to not cure such continuing default, Sublessee shall be entitled to exercise the self help rights afforded Sublessee under the Sublease with respect to common area maintenance, real estate taxes and insurance premiums and offset the costs of exercising such self help rights against amounts otherwise payable by Sublessee under the Sublease with respect to common area maintenance, real estate taxes and insurance premiums and other additional charges; or

b. subject to any defenses which Sublessee may have against any prior lessor (including Sublessor); or

c. subject to any offsets which Sublessee may have against any prior lessor (including Sublessor), unless Ground Lessor shall have received from Sublessee written notice of the default giving rise to any such claimed offset within thirty (30) days after notice of such default was furnished by Sublessee to Sublessor, which offset shall be limited to amounts due to Sublessee as a result of the performance by Sublessee of Sublessor's obligations under the Sublease with respect to common area maintenance, real estate taxes or insurance premiums and shall not include offsets arising out of other agreements between Sublessor and Sublessee

d. bound by any payment in respect of rent, common area expenses, or other additional charges, as described in the Sublease, which Sublessee might have paid for more than one year in advance to any prior lessor (including Sublessor); or

e. bound by any amendment or modification of the Sublease and/or the Related Agreement material to the interests of Ground Lessor and made without the written consent of Ground Lessor, which consent shall not be unreasonably withheld or delayed, and which consent shall be deemed to have been given if, within a period of thirty (30) days following Ground Lessor's receipt of a written request for Ground Lessor's approval delivered by Sublessor and/or Sublessee, as the case may be, Ground Lessor fails to provide written notice of its disapproval; or

f. bound by any provision set forth in the Sublease and/or Related Agreement requiring Sublessor to maintain insurance or to indemnify or hold Sublessee harmless, except to the extent permitted under applicable law; or

g. bound by any covenant to maintain, repair, rebuild or replace any portion of the Premises (subject, however, to the rights of Sublessee described in paragraph 4 below); or

h. bound by any obligation to make any payment to Sublessee (subject, however, to the rights of Sublessee described in paragraph 4 below).

4. Ground Lessor does not assume any affirmative obligations of Sublessor with respect to the Sublease and/or the Related Agreement (e.g., to make any payment to the Sublessee, to construct improvements, to maintain, insure and/or repair the Subleased Premises, or to maintain, insure and/or repair common areas). In consideration of Ground Lessor not assuming any such affirmative obligations, from and after completion of construction of the Subleased Premises in accordance with the provisions of the Sublease, Sublessee shall have the right (but not the obligation), alone or in conjunction with similarly situated tenants under other Space Leases (as defined in the Ground Lease), to perform any affirmative obligations of Sublessor and to setoff the amounts expended by Sublessee in performing such affirmative obligations against the rent and other charges due to Ground Lessor under the Sublease; provided, however, that unless Ground Lessor has otherwise agreed, in no event shall such setoff reduce the rent and other charges under the Sublease below fifty percent (50%) of the amounts otherwise payable. Ground Lessor may allow a greater setoff to Sublessee if Ground Lessor determines such a setoff is in the best interests of the Trust. Sublessee's rights with respect to such affirmative obligations shall be limited to such a setoff right or, if permitted by the terms of the Sublease, to termination the Sublease. In no event shall Sublessee have any right to recover damages against Ground Lessor for failing to perform any affirmative obligation under the Sublease. In addition, Ground Lessor's obligations under the Sublease shall be no greater and its rights no less than those set forth in the Ground Lease, but the obligations of Sublessee shall be no greater than those set forth in the Sublease and the Related Agreement; provided, however, in all events the minimum rent, base rent or fixed rent payable by Sublessee under the Sublease shall not be less than an allocable share of the ground rent, with allocable share being a fraction, the numerator of which is the Rentable Area of Subleased Premises (as defined in the Sublease) and the denominator of which is the Rentable Area of the developed area on the Property.

5. All notices hereunder shall be given by mailing such notice via United States registered or certified mail, with return receipt requested, postage prepaid, to a party at the address for such party shown at the beginning of this Agreement (or at such other address as shall be designated in writing by the party in a notice given in accordance with the requirements hereof); and such notices shall be deemed to have been given three (3) days after deposit in the mail.

6. This Agreement supersedes any inconsistent provisions of the Sublease and/or Related Agreement. As between Ground Lessor and Sublessee, the non-disturbance and recognition protection

afforded to the Sublease and Sublessee pursuant to this Agreement is in furtherance of the recognition and non-disturbance protection afforded under Sections 14.4, 14.5 and 14.6 of the Ground Lease.

7. If there is an litigation or arbitration between any of the parties to this Agreement to enforce or interpret any provisions hereof or rights arising hereunder, the losing party in such litigation, as determined by the court or arbitrator, shall pay to the prevailing party, as determined by the court, all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement cannot be altered or amended except pursuant to an instrument, in writing, signed by Sublessor, Sublessee and Ground Lessor or their permitted successors or assignees. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Each covenant, condition and provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any covenant, condition or provision of this Agreement shall be held to be void or invalid, the same shall not affect the remainder hereof which shall be effective as though the void or invalid covenant, condition or provision had not been contained herein.

10. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination and affirmative action, but the failure to do so shall not be a breach of this Agreement and the only remedy of the party who has not violated such requirements against the party who has shall be to bring an action against the party failing to comply with such requirements for the monetary damages, if any, suffered by the party bringing the action as a direct and proximate result of such failure by the party against whom the action is brought.

11. The parties agree that notwithstanding any provision of this Agreement or the Sublease or the Related Agreements to the contrary, but subject to the offset rights of Sublessee provided in paragraph 3 and paragraph 4 of this Agreement, if performance under this Agreement, the Sublease, or the Related Agreement by Ground Lessor shall ever be dependent upon the appropriation of funds by the State Legislature of Arizona (the "Legislature"), and if the Legislature should fail to appropriate the necessary funds for such performances, then, by written notice of Sublessee, Ground Lessor shall be excused from such performance to the extent of such failure to appropriate and for so long as such failure continues. Sublessee recognizes and understands that appropriation is a legislative act and is beyond the control of Ground Lessor.

12. Notice is hereby given that this Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511. In addition, to the extent applicable, the parties agree to make use of arbitration pursuant to rules adopted under A.R.S. §12-133.

13. Sublessor and Sublessee represent and warrant to Ground Lessor that the Sublease and the Related Agreement are the result of an arms length transaction negotiated in good faith and provides for rental rates comparable to existing market rates.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date first set forth above.

STATE OF ARIZONA

By:_____
Arizona State Land Commissioner

SUBLESSOR:

By:_____
Name: _____
Its: _____

SUBLESSEE:

, a(n)

By:_____
Name: _____
Its: _____