

## GROUND LESSOR ESTOPPEL CERTIFICATE

September 2, 2021

Goldman Sachs Bank USA  
2001 Ross Avenue, 30th Floor  
Dallas, Texas 75201

**Re: Tampa Westshore Associates Limited Partnership, Lease (Parcel E), International Plaza**

Ladies and Gentlemen:

The Hillsborough County Aviation Authority, is the ground lessor ("**Lessor**") under that certain Lease between Lessor and Concorde Companies dated June 14, 2001, as assigned from Concorde Companies to IP Land Associates LLC under that certain Ground Lease Assignment dated April 20, 2007, as further assigned from IP Land Associates LLC to Tampa Westshore Associates Limited Partnership ("**Lessee**") under that certain Ground Lease Assignment dated January 8, 2008, as amended by First Amendment to Lease (Parcel E) dated April 5, 2007 and by Second Amendment to Lease (Parcel E) dated November 3, 2011 ("**Parcel E Lease**"), which Parcel E Lease demises certain property more particularly described in the Parcel E Lease. A true and complete copy of the Parcel E Lease is attached as Exhibit A. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Parcel E Lease. Lessor, as lessor under the Parcel E Lease, does hereby certify to you and Goldman Sachs Bank USA, a New York state-chartered bank, having an address at 2001 Ross Avenue, 30th Floor, Dallas, Texas 75201 (together with its affiliates and its and their respective successors and/or assigns), that as of the date hereof:

1. The Parcel E Lease has not been supplemented, amended, modified, or superseded since its original execution except as set forth above.
2. The Parcel E Lease is in full force and effect.
3. To Lessor's best knowledge, there are no uncured defaults on the part of the Lessee under the Parcel E Lease, and there are no events that have occurred that, with the giving of notice or passage of time or both, would constitute a default by Lessee thereunder, and at the present time, to the best of Lessor's knowledge, Lessor has no claims or disputes against Lessee under the Parcel E Lease.
4. All monetary obligations due under the Parcel E Lease have been paid through August 31, 2021.
5. Lessor is the record and beneficial owner of the fee interest in the real property.
6. This Ground Lessor Estoppel Certificate (this "**Certificate**") may be relied upon by Goldman Sachs Bank USA, a New York state-chartered bank, its affiliates, and any of its or their respective successors and assigns.
7. Lessor acknowledges that the identity and address of the Lessee for all purposes under the Parcel E Lease are set forth on the attached Exhibit B.
8. Nothing in this Certificate modifies or releases any liability or obligation of Lessee under the Parcel E Lease.

**IN WITNESS WHEREOF**, Lessor has duly executed this Certificate this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Mayor Jane Castor, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Gary W. Harrod, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

LEGAL FORM APPROVED:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Michael Kamprath  
Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ in the capacity of Chairman, and by \_\_\_\_\_ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

**EXHIBIT A**

**Ground Lease**

(Attached)

THIS IS NOT A *Parcel E*  
CERTIFIED COPY  
ORIGINAL

LEASE  
BETWEEN  
HILLSBOROUGH COUNTY  
AVIATION AUTHORITY,  
as Lessor,  
AND  
CONCORDE COMPANIES, as Lessee

*June 14*, 2001

INSTR # 2001228003  
OR BK 10942 PG 0686  
RECORDED 07/16/2001 03:20 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK S. Thompson

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LEASE

This Lease, made and entered into as of the day of 14 day of June 2001, by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws, of the State of Florida ("Authority") and CONCORDE COMPANIES, a Florida general partnership, previously known as Sunhil Investors and then as International Plaza ("Lessee");

WITNESSETH THAT:

WHEREAS, on or about March 22, 1973, the Authority entered into that certain land lease for Golf Course and Tennis Courts with Tampa Airport Motel, Inc., which land lease was recorded in Official Record Book 2738 page 890 of the public records of Hillsborough County, Florida and which lease has been amended by instruments recorded at O.R. 2738 p. 924, O.R. 2956 p. 480, O.R. 3099 p 1029, O.R. 3136 p 1137, O.R. 3185 p 790 and O.R. 3545 p. 47 all of the public records of Hillsborough County, Florida, and

WHEREAS, said lease and amendments were properly assigned to Sunhil Investors, a Florida general partnership, by instrument recorded at O.R. 3559 P. 825 of the public records of Hillsborough County, Florida, and

WHEREAS, a portion of the land ("Bucs' Plot") subject to such lease was sublet, with the approval of the Authority, to Tampa Bay Area NFL Football, Inc., for a football training facility and, in consideration therefor, a ratable portion of the maximum rental payable under the lease was allocated to such subtenant; and

WHEREAS, said lease, as amended, insofar as it applies to the land subject to such lease other than the Bucs' Plot, was amended and restated in its entirety in a certain amended lease dated November 15, 1982, between the Authority and Sunhil Investors which amended lease was recorded in, Official Record Book 4026 page 896 of the public records of Hillsborough County, Florida; and

WHEREAS, the description of the land covered by that certain amended lease dated November 15, 1982 was amended on August 2, 1984, by instrument, recorded in Official Record Book 4515 page 672 of the public records of Hillsborough County, Florida; and

WHEREAS, on or about January 30, 1970, the Authority entered into that certain lease with respect to a facility known as the Tampa Airport Motel with Tampa Airport Motel, Inc., which land lease was recorded at Official Record Book 2141 page 880 of the public records of Hillsborough

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County, Florida and which lease has been amended by instruments recorded at O.R. 2557 p. 640,  
O.R. 2956 p. 187, O.R. 3099 p. 1032, O.R. 3185 p. 787, all of the public records of Hillsborough

County, Florida; and

WHEREAS, said lease and amendments were properly assigned to Sunhil Investors, a Florida general partnership, by instrument recorded at O.R. 3559 p. 825 of the public records of Hillsborough County, Florida; and

WHEREAS, said lease and amendments were amended and restated in their entirety by that certain amended lease dated August 4, 1983 by instrument recorded in Official Record Book 4164 page 992 of the public records of Hillsborough County, Florida; and

WHEREAS, the description of the land covered by that certain amended lease dated August 4, 1983 was amended on August 2, 1984 by instrument recorded in Official Record Book 4515 page 676 of the, public records of Hillsborough County, Florida; and

WHEREAS, Sunhil Investors changed its name to International Plaza in 1985, and

WHEREAS, as of September 5, 1985, the Authority and International Plaza entered into a Restated and Amended Lease (the "Prior Restated Lease"), covering all of the land that was subject to the above-described leases and amendments except the Bucs' Plot, which Prior Restated Lease was recorded in O.R. Book 4636 p. 1851 of the public records of Hillsborough County, Florida, and

WHEREAS, the Prior Restated Lease amended and superseded all of the then-existing leases (and amendments thereto) between the Authority and International Plaza (and its predecessor) with respect to all of the land that had been covered thereby, except to the extent that such then-existing leases pertained to the Bucs' Plot; and

WHEREAS, additional land was added to the premises covered by the Prior Restated Lease pursuant to that certain First Amendment to Restated and Amended Lease, dated as of June 12, 1986, and recorded in O.R. Book 4896 p. 496 of the public records of Hillsborough County, Florida; and

WHEREAS, a portion of the land covered by the Prior Restated Lease (as amended) was released therefrom, by virtue of that certain unrecorded Deed of Release that was executed by International Plaza on February 1, 1989; and

WHEREAS, International Plaza has since changed its name to Concorde Companies; and

WHEREAS, Concorde Companies assigned all of its right, title and interest in and to the Bucs' Plot (as provided by the "Bucs' Lease," defined below) to Tampa Bay Area NFL Football, Inc.,

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pursuant to a certain Agreement dated December 2, 1993, but effective September 1, 1991, which Agreement was (i) consented to by the Authority, by virtue of that certain Consent dated December 2, 1993, attached to the Agreement, and (ii) recorded in O R. Book 7214 p 79 of the public records of Hillsborough County, Florida; and

WHEREAS, Authority and Concorde Companies entered into the Second Restated and Amended Lease dated as of May 5, 1994, recorded in Official Record Book 7453, Page 79, of the Public Records of Hillsborough County, Florida (the "Second Restated Lease") which covered all of the land subject to the Prior Restated Lease, and

WHEREAS, the Second Restated Lease was subsequently amended by that certain FIRST AMENDMENT TO SECOND RESTATED AND AMENDED LEASE between the Authority and Concorde Companies, dated February 1, 1996 and by that certain SECOND AMENDMENT TO SECOND RESTATED AND AMENDED LEASE between the Authority and Concorde Companies, dated March 5, 1998 and by that certain THIRD AMENDMENT TO SECOND RESTATED AND AMENDED LEASE on September 9, 1998 and by that certain FOURTH AMENDMENT TO SECOND RESTATED AND AMENDED LEASE on September 10, 1998 and by that FIFTH AMENDMENT TO SECOND RESTATED AND AMENDED LEASE on September 13, 2000; and

WHEREAS, it is the desire of the Authority and Lessee to devote a portion of the lands now covered by the Second Restated Lease, constituting approximately 4.28 acres (the "Leased Premises") to uses which are complementary to the operation of Tampa International Airport (the "Airport"); and

WHEREAS, contemporaneously with the execution of this Lease, the Second Restated Lease shall be amended to exclude therefrom the Leased Premises; and

WHEREAS, the Leased Premises occupies a site unique in its proximity and relationship to the Airport which is internationally recognized for its superior quality in airport design and operation, and

WHEREAS, it is in the best interests of the Airport and the communities which it serves that the Leased Premises be developed in a manner that will complement and relate to the Airport, its traveling public and its commercial objectives, and

WHEREAS, the development of the Leased Premises can further the objectives of the Airport and enhance transportation and commerce in the Tampa Bay area, and

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~~WHEREAS, the Authority and Lessee agree, that such development will constitute a more~~  
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appropriate and economic utility of the Leased Premises and desire to enter into this Lease and to amend the Second Restated Lease in order to exclude therefrom the Leased Premises.

NOW THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Leased Premises and Effect of Prior Leases. The Authority and Lessee hereby agree, ratify and confirm that the Authority hereby leases to Lessee, and Lessee hereby leases from the Authority, the Leased Premises, for the term and upon the terms and provisions set forth in this Lease (hereinafter, this "Lease"). This Lease shall apply to the Leased Premises more particularly described in Exhibit A attached hereto and incorporated herein by reference, and the Second Restated Lease (as previously amended) as well as all prior leases and amendments thereto between the Authority and Lessee (or its predecessors) affecting the lands described in Exhibit A hereto shall no longer apply to said lands. This Lease is specifically not intended to affect lands not described in Exhibit A and as such, any other leases and amendments thereto between the Authority and Concorde Companies (or its predecessors, successors or assignees) governing lands not described in Exhibit A shall remain in full force and effect as separate leases; and no default under or termination of any such separate lease shall constitute a default under, or result in the termination of, this Lease

2. Use of Leased Premises.

(a) General Description. Lessee shall have the right to develop and use the Leased Premises, or individual portions thereof, for any or all of the following uses or purposes:

- (i) Trade center or international trade center,
- (ii) Office;
- (iii) Hotel, motel and conference center (whether with or without convention facilities),
- (iv) Ancillary and support retail (sales of goods and merchandise and the provision of services) or shopping associated with any other use which is permitted on the Leased Premises; and
- (v) Any other uses which are related to or compatible with any of the foregoing (including, without limitation, entertainment, restaurant, theater, health club and other

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uses and purposes), as all such terms are generally understood and interpreted in general commercial real estate practices now or hereafter from time to time.

Such uses are complementary to the Airport in that they will provide a center for commercial activity in close proximity to the Airport. The uses to be built on the Leased Premises are, therefore, likely to increase international air traffic. Additionally, their development will increase Airport revenue over that which is currently being provided from the Leased Premises. Because development of the Leased Premises will take place over many years, a specific development plan is not available at this time.

(b) Permitted Uses/Development Activities

(i) Subject to the terms and conditions set forth herein, Lessee may devote the Leased Premises to those uses and activities set forth in Paragraph 2(a), above, and in its implementation of the proposed development, Lessee may devote the Leased Premises to other uses which are normally associated with, incidental to, or are in furtherance of such uses and activities.

(ii) Subject to the provisions of applicable laws, rules, regulations, ordinances, or other restrictions in effect at the applicable time hereafter set forth, Lessee may develop the Leased Premises, or any portion thereof, at an intensity and a height not prohibited by such laws, rules, regulations, ordinances, or other restrictions as in effect at the time construction permits are issued, or where no permit is required, at the time construction is commenced. Notwithstanding the foregoing, after a construction permit is issued or after construction is commenced, as applicable, if less restrictive laws, rules, regulations, ordinances or other restrictions are enacted, the Lessee shall only be required to comply with such less restrictive provisions.

(iii) Any use or development not otherwise referred to in this Paragraph 2 proposed to be constructed on the Leased Premises shall be subject to the approval of the Authority

(iv) The Authority hereby specifically agrees, ratifies and confirms that the use of the Leased Premises for those uses and activities set forth in Paragraph 2(a) above with incidental, complementary or related uses (including, without limitation, lighted parking lots and decks), constitutes a permitted use of the Leased Premises. Furthermore, the Authority represents to Lessee, its successors and assigns, that, to the best, of the Authority's knowledge, neither the Authority, the Federal Aviation Administration, nor any other governmental agency having jurisdiction or authority over the Leased Premises (by virtue of its relationship to the Airport) has

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promulgated or imposed any laws, rules, regulations, ordinances, or other restrictions that would prevent, restrict or materially impair the development, use or operation of the Leased Premises for those uses and activities set forth in Paragraph 2(a) above except to the extent expressly described or set forth in this Lease. The foregoing representation shall not pertain to building codes or other such laws, rules, regulations, ordinances, or restrictions which are applicable to the use or development of all property in the City of Tampa (and not specially applicable to the Leased Premises, by virtue of its being airport-related property, or otherwise).

(c) Permitted Development. Any use or development permitted under this Lease shall be defined as a "Permitted Development".

3. Term.

(a) Term. This Lease will be effective when executed by the parties. Thereafter, this Lease will terminate on the last day of 2080 or as otherwise provided herein.

4. Construction of Buildings and Improvements

(a) General Provisions. Lessee will use its best efforts during the term of this Lease to construct or cause to be constructed any building, buildings, structures or improvements on the easement areas (if applicable) and on the Leased Premises, or any part or parts thereof as Lessee may deem appropriate, and the same shall be constructed without cost or expense to the Authority and at all times in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations, of all governmental authorities having jurisdiction over the Leased Premises (subject to Paragraph 12(b) below). The Authority shall offer its reasonable cooperation (which shall include without limitation, the execution of all documents or instruments reasonably required) in connection with Lessee's securing of any approvals, variances, consents, building and other permits and authorizations necessary or desirable from time to time in order to perform any construction permitted hereunder or to develop, operate or use the Leased Premises for any Permitted Development;

(b) Preliminary Site Work. In connection with any construction on the Leased Premises, Lessee will use its best efforts to perform such preliminary site work, such as soil boring tests, clearing, grading, filing or draining, construction of access or service drives and installation of utility lines, as is necessary or desirable for Lessee's improvements to be located on the Leased Premises. Any such preliminary site work may be performed by Lessee, provided such work is performed at no expense to the Authority and in a safe and workmanlike manner.

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~~(c) Approval of Architectural Plans~~ Prior to commencement of any  
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construction of buildings or major improvements within the Leased Premises, Lessee shall cause to be prepared and submitted to the Authority, at no expense to the Authority, final architectural plans for such buildings. It is contemplated and agreed that, since the Leased Premises may be developed in increments, that such plans may be submitted for portions of the development. Such plans shall be definitive and shall include all necessary working drawings and specifications and shall be drawn in sufficient detail to permit construction in full of the improvements described therein. The Authority agrees not to unreasonably withhold, delay or condition its approval of such final plans and specifications and any objection thereto shall be in writing and state with particularity the reasons therefore. The Authority shall approve such final plans and specifications if they depict construction in a manner consistent with Paragraph 2. Lessee shall submit preliminary schematic architectural plans at the time that Lessee intends to develop all or a portion of the Leased Premises for the purpose of obtaining a determination from the Authority that such preliminary plans are generally consistent with a Permitted Development; the Authority agrees to act reasonably in connection with its making of any such determination. The Authority shall not withhold its approval of the final plans required to be submitted under this subparagraph if such final plans are in substantial conformity with the preliminary plans previously approved by the Authority.

(d) ~~Approval Process~~ In connection with the submission of the preliminary and final architectural plans provided for in Paragraph 4(c) above, the Authority agrees to either approve or disapprove any such submission by Lessee within sixty (60) days after receipt of such submission and failure of the Authority to respond in writing within such time period shall constitute approval by the Authority of any such submission as to which a response is called for. The Authority shall as expeditiously as possible review such plans by the date of the next regularly scheduled meeting of the Authority following the submission, but shall not be bound to do so. In the event the Authority shall reasonably object to any matter in such plans specifically stating its objections thereto, Lessee shall make such alterations and changes to such plans, as the case may be, as Lessee deems appropriate for the purpose of satisfying any such objections of the Authority and resubmit same to the Authority for its review and approval. Upon receipt of such resubmission, the Authority agrees to either approve or disapprove same within ten (10) days thereafter and failure of the Authority to respond in writing, within such time period shall constitute approval by the Authority of such re-

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~~submission by Lessee. Such ten (10) day period shall apply to the first and all subsequent resubmissions of said plans, as the case may be~~  
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(c) Proceed with Construction. After approval of the final architectural plans to the extent required hereunder, Lessee will use its best efforts to proceed with the construction of the improvements depicted therein, such construction to be completed in substantial compliance with such final plans and specifications and any amendments thereto permitted by this Paragraph 4(c) or approved by the Authority, provided that no deviation from such approved plans shall be permitted that is in conflict with any law or regulation (including regulations of the Authority and the Federal Aviation Administration) regarding aviation safety. Upon completion of any improvement or improvements in accordance with the preceding sentence, such improvement or improvements shall be deemed to be in full compliance with all architectural and quality standards set forth in this Lease and shall not be subject to further approval by the Authority. Notwithstanding any other provision of this Lease, changes or variations in the construction from such final plans and specifications shall not require the Authority's further approval, unless such changes or variations (i) cause a material deviation in the exterior appearance of any buildings depicted by such final plans and specifications; (ii) will materially lessen the quality of materials or workmanship as shown in such final plans and specifications, or (iii) will reduce below applicable zoning requirements the minimum amount of parking necessary to properly service such improvements.

(f) Mechanics' Liens; Surety Bond. In the event any mechanic's, laborers, materialmen's or other lien shall be filed against any portion of the Leased Premises for any work, labor or materials furnished to the Leased Premises, then within sixty (60) days after written notice from the Authority, Lessee shall cause any such lien to be discharged of record by payment, bond or otherwise or post with a reputable title company or, other escrow agent acceptable to the Authority, security reasonably satisfactory to the Authority to secure payment of such lien, if necessary, while Lessee contests to conclusion the claim giving rise to such lien. Lessee shall cause to be furnished a surety bond issued by a surety company licensed to transact business in the State of Florida and satisfactory to and approved by the Authority with Lessee's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of the contract or contracts for the construction of the buildings, structures, improvements and facilities included therein, guaranteeing the prompt payment to all persons supplying labor, materials, provisions, provender, supplies and equipment used directly or indirectly by the said contractor, subcontractor(s) and

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suppliers in the prosecution of the work provided for in said construction contract and protecting the Authority and its property from any liens, liability, losses or damages arising therefrom. In lieu of the foregoing surety bond, Lessee may, if permitted by law, furnish a letter of credit or other form of security, which meets the approval of the Authority, which letter of credit or other security shall be approved if it provides security equal to that provided by a surety bond. If a Permitted Development is to be developed on the Leased Premises, then the Lessee constructing the Permitted Development shall be permitted to provide the Authority, in lieu of the surety bond (or alternative security) specified above, with such other reasonable security as is permitted under applicable law

5. Rental.

(a) Definitions:

(i) The "Land Rent" shall be Eight Thousand Seven Hundred (\$8,700 00) Dollars and shall be increased by five percent (5%) at the expiration of every ten (10) calendar year period, with the first such increase taking effect after the 2007 calendar year.

(ii) (1) The "Development Rent" shall be forty cents (40¢) per Gross Floor Area Foot per annum, provided, however, that the Development Rent for each Gross Floor Area Foot shall be discounted after the completion of the Gross Floor Area Foot as follows:

First twelve months	66.66%
Second twelve months	33.33%
Third twelve months	00.00%
and thereafter	

(2) "Gross Floor Area Foot" shall be a square foot of enclosed area on any floor of a building or buildings constructed after the date of this Lease which remains in existence thereafter, measured from the outside faces of the exterior walls, including halls, lobbies, arcades, stairways, elevator shafts, enclosed porches and balconies and any below grade floor areas used for access and storage. Not countable as a Gross Floor Area Foot shall be any square foot which is part of any open terrace, patio, atrium, balcony, breezeway or area provided for surface and structured parking

(3) In any calendar year in which a Gross Floor Area Foot is not in existence for the entire calendar year, the amount of Development Rent payable with respect to that Gross Floor Area Foot for that calendar year, shall be pro-rated based on the ratio of the

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~~number of days in the calendar year that the Gross Floor Area Foot shall be in existence to the total number of days in the calendar year.~~  
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(4) A Gross Floor Area Foot will come into existence with respect to any improvement constructed after the date of this Lease on the date that a permanent certificate of occupancy is issued with respect to that improvement.

(5) Beginning on September 1, 2015 and on every fifth anniversary after that date (each such date being an "Adjustment Date"), the Development Rent shall increase by the lesser of Ten Percent (10%) or the "CPI Percentage Increase" as hereinafter defined in sub-paragraph (6) below.

(6) The CPI Percentage Increase shall be the percentage increase in the Consumer Price Index for All Urban Consumers ("CPI-U") as promulgated by the United States Department of Labor from the "Base Month", as hereinafter defined, to the Adjustment Date. The Base Month shall be the month and year which is five (5) years prior to the Adjustment Date.

In the event that the CPI-U ceases to be published by the Department of Labor or another United States Governmental Agency or a successor or substitute index, is not available, a reliable governmental or other nonpartisan publication, evaluating the information for the use in determining the CPI-U, shall be used in lieu of such Consumer Price Index.

(b) Annual Rent. The Lessee shall pay the Authority each calendar year the sum of the Land Rent and the Development Rent (the "Annual Aggregate Land and Development Rent") for that calendar year.

(c) Monthly Rental Payment. Rentals for any calendar year shall be paid in the following manner:

(i) One-twelfth (1./12) of the Land Rent plus a sum which equals One Twelfth (1/12th) of any Development Rent which becomes due during any calendar year shall be payable on the first day of each month. (For the balance of the year in which this Lease is executed, Lessee shall pay each month one-twelfth (1/12) of Eight Thousand Seven Hundred (\$8,700.00) Dollars plus any Development Rent which may become due).

(ii) To the extent that the total amount paid pursuant to Paragraph 5(c)(i) above in any calendar year is less than the total annual rent due for such calendar year as calculated

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under Paragraph 5(b) above, the deficiency shall be paid within one (1) month of the end of such calendar year.

(iii) To the extent that the amount paid pursuant to Paragraph 5(c)(i) above is in excess of the total annual rent due for the calendar year as calculated under Paragraph 5(b) above, the overpayment shall be applied toward and be a credit against the next succeeding monthly payment or payments until the amount of such overpayment has been recovered by Lessee.

(d) Late Payments. Without waiving any other right or action available to the Authority in the event of default in payment of fees and rentals hereunder, in the event that Lessee is delinquent for a period of thirty (30) days or more in paying to the Authority any rental or fee payable to the Authority pursuant to this Lease, Lessee shall pay to the Authority interest thereon at the rate of fifteen percent (15%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Lessee, in which event the legal rate of interest shall prevail, provided that in such event, said rate shall not exceed 15%.

6. Off-Site Areas.

(a) Access Road. It is hereby agreed that the Authority will permit Lessee and its tenants, guests, and invitees to use, for vehicular access, the access road which is located on the Authority's property and runs within two hundred (200) feet of the western boundary line of the leased premises as described in the SECOND RESTATED LEASE (unamended). The foregoing permit shall continue throughout the term of this Lease, for so long as the subject access road is used (or kept open for use) as such by the Authority; if the Authority relocates the access road, then the permit granted hereunder shall automatically shift over and apply to the access road as relocated by the Authority. Subject to the provisions of this Section 6(a), and except as provided herein, the permit, and easements contemplated hereunder are irrevocable, for the term of this Lease, and the burdens and benefits thereof shall run with the land. If the Authority makes any changes in the access road which is the subject of the permit contemplated hereunder, then the Authority and Lessee will amend the easements contemplated hereunder, as and to the extent reasonably necessary to enable Lessee to continue to use the modified access road, as provided herein.

(b) Westshore Boulevard and Columbus Drive. The Authority hereby grants to Lessee nonexclusive easements for the benefit of the entire Leased Premises, over and across those portions of Westshore Boulevard and Columbus Drive which are adjacent to either the



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Leased Premises, or to the "Leased Premises" under the Second Restated Lease (immediately), and which are owned by the Authority. Such nonexclusive easements shall be for the purposes of providing vehicular and pedestrian access to the Leased Premises, and for such other purposes as are provided for in other easement agreements currently covering such easement areas. The Authority shall be responsible for maintaining the easement areas in good order condition and repair (in accordance with Hillsborough County standards for roadways available for use by the general public at the Authority's sole cost and expense. The easements granted hereunder are irrevocable, for the term of this Lease, and the burdens and benefits thereof shall run with the land.

(i) Lessee acknowledges that the lessee under the Second Restated Lease has certain rights to modify and/or expand the improvements located in certain portions of the easement areas and that the Authority is not responsible for paying any of the costs associated with any such modification and/or expansion of such improvements. Lessee recognizes that the Authority is required to maintain the roads for the benefit of public ingress and egress, and the Authority covenants and agrees that it shall not grant any other person or entity any rights in and to the easement areas that would be inconsistent with the rights granted to Lessee hereunder, nor shall the Authority make any changes in any of the roads which are the subject of the easements contemplated hereunder, without (in each such case) Lessee's prior written consent (which shall not be unreasonably withheld, delayed or conditioned).

Lessee and the Authority acknowledge that the easements granted in this Paragraph 6(b) are nonexclusive easements; accordingly, the Authority shall have the right, at its sole option, to continue to use the easement areas for its own purposes, to grant additional easements to others in, on, over and across the easement areas created hereunder, and/or to make improvements in or changes to the subject easement areas or the roads within the same, provided that (in each such case) (1) Lessee's use of the easement areas for the purposes set forth above is not restricted or interfered with, and (2) no changes are made to the roads within the easement areas, without Lessee's prior written consent as specified in Paragraph 6(b)(i) above.

(c) Fuel Tank Farm. The Authority acknowledges that it has installed but has now abandoned a fuel tank farm on land owned by the Authority, located immediately north of Columbus Drive. The Authority further acknowledges that there was a release of fuel from the tank farm, resulting in the contamination of the soil and groundwater in the vicinity of the tank farm; this contamination is currently the subject of a remediation program being pursued by the Authority.

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As a result of these matters, the Authority hereby coveasnts and agrees with Lessee, its successors and assigns, as follows:

(i) The Authority has already removed the tanks, and will expeditiously prosecute the remediation of the existing contamination to completion, at no cost or expense to Lessee.

(ii) The Authority will place monitoring wells in the vicinity of the former fuel tank farm. Should it ever appear that the contamination product is migrating toward the Leased Premises, the Authority will take immediate steps to remediate the contamination to completion and/or protect the Leased Premises from such contamination, at no cost or expense to Lessee.

7. Height Restrictions and Aircraft Using Airport

(a) Lessee's Restrictions. Lessee will not construct any building or structure on the Leased Premises in violation of applicable height limitations or restrictions which are currently in effect, as enacted by the Authority, the United States of America, the State of Florida, the City of Tampa or the County of Hillsborough nor will Lessee allow any object of natural growth to exceed or be in violation of any such limitation or restriction. If less restrictive height limitations or restrictions are enacted in the future, then Lessee shall only be required to comply with such less restrictive height limitations and restrictions. The Authority will not disapprove a proposed building or structure for the Leased Premises (pursuant to Paragraph 4 above) on the basis of height, as long as the proposed height of such building or structure is below the maximum set forth in either the Authority's restrictions or the Federal Aviation Administration's ("FAA") regulations. Lessee shall have the right to apply for and obtain, if granted, any variance or exception to such restrictions or limitations (and the Authority shall not unreasonably withhold, delay or condition its consent to any such variance or exception requested by Lessee, but this shall not bind the Authority to grant any variance or exception) or claim the benefit of any applicable changes in such restrictions or limitations. In no event will Lessee be required pursuant to this Paragraph to agree to a change in the use, or to a reduction in the size of the Leased Premises or to a material reduction in the privileges and rights granted under this Lease or to demolish, alter or reduce in size any building or structure erected on the Leased Premises in accordance with this Lease. Subject to the preceding sentence, Lessee shall not allow any installation or operation of electronic devices which would in any way interfere with the safe conduct of the flight of aircraft near the Leased Premises or their use

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of said Airport and further, that Lessee is to make no use of the said Leased Premises which would in any way interfere with the safe conduct of the Airport or aircraft operations. It is understood that the governmental entity charged with enforcing such restrictions is to make all determinations as to whether or not such an interference does or might exist in the use or occupation of the said Leased Premises, provided that (i) nothing herein shall preclude Lessee from contesting any such determination during which such alleged interference will not be maintained or allowed to exist, and (ii) the Authority hereby conclusively and irrevocably agrees that the development, use and operation of a Permitted Development on the Leased Premises will not constitute a use of the Leased Premises that would in any way interfere with the safe conduct of the Airport or aircraft operations. It is further understood and agreed by Lessee that the Leased Premises are in an area near which aircraft will operate at low altitudes or on the Authority's Airport and that Lessee hereby waives any claims, demands, losses, damages, liabilities, or causes of action of every kind and character or nature which it may have against the Authority or any other government agency by virtue of said aircraft landing or taking off from or using the Airport, including noise, vibration, fall out or other in connection therewith; provided, however, that such waiver shall not extend to claims Lessee may be able to pursue against non-governmental third parties. Nothing in this Paragraph shall be construed to prevent Lessee from contesting the validity or applicability of any limitations or restrictions which may be promulgated in the future and nothing herein shall preclude Lessee from asserting that it has acquired vested rights, as provided by law, in contesting the enforcement of any limitation or restriction against Lessee

(b) The Authority's Restrictions. The Authority covenants and agrees that from and after the date on which development is commenced on the Leased Premises, it will not establish or permit any approach zones or surfaces for aircraft using the Airport which would result in such aircraft flying over the Leased Premises. The Authority further agrees to use its best efforts to insure that individual aircraft, flying outside of established approach zones and surfaces for the Airport, do not fly over the Leased Premises.

8 Alterations. Subject to the provisions of Paragraph 4, Lessee shall have the right, at all times during the continuance of this Lease and at its own cost and expense, to (i) make such changes, improvements, alterations and additions to the Leased Premises and any buildings and improvements erected thereon, (ii) erect and expand such buildings and/or improvements thereon as Lessee may desire and (iii) demolish any buildings, improvements and/or structures that are now

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or hereafter situated thereon. With respect to the demolition or removal of any improvements now or subsequently located on the Leased Premises, no consent of the Authority shall be required

Notwithstanding anything to the contrary in this Paragraph or in Paragraph 4 to the contrary, Lessee may make such changes, improvements, alterations and additions to those structures which exist on the Leased Premises on the date of this Lease as Lessee may desire and no consent or approval of the Authority shall be required thereto; but this grant of right shall not permit Lessee to act in conflict with any law or regulation (including regulations of the Authority and the Federal Aviation Administration) regarding aviation safety.

9. Signs. Lessee shall not permit, allow, or cause to be erected, installed, maintained, painted, or displayed on the exterior of any building or improvement located upon the Leased Premises or any part thereof any sign, lettering, placard, announcement, advertising media or advertising material of any kind whatsoever, without the prior written approval of the Authority, provided, however, that the Authority shall approve identifying signs traditionally used by occupants of the Leased Premises if they are consistent with a first quality development. In no event shall any sign be permitted that conflicts with any law or regulation (including regulations of the Authority and the Federal Aviation Administration) regarding aviation safety, which law or regulation is in effect at the time that the subject sign is first proposed to be constructed or installed. Lessee may require that any required approval under this Paragraph 9 shall be provided following the same process and time periods as specified in Paragraph 4(d). It is understood that Lessee, its subtenants and assigns shall require the use of signs at various places on the Leased Premises and it is especially recognized that inasmuch as the Leased Premises will be developed in distinct uses, as described in Paragraph 2, signage will be required for each use and/or activity on the Leased Premises, and in consideration of the foregoing, the Authority shall not unreasonably withhold its approval. Lessee shall not permit, allow, or cause to be used in or at the Leased Premises any advertising media or device such as phonographs, radios, public address system, sound production or reproduction devices, changing, flashing, flickering, or moving lights or lighting devices or any similar devices, the effect of which shall be visible or audible from the exterior of said Leased Premises. Any sign which is approved by the Authority as part of the approval procedures set forth in Paragraph 4 shall be deemed approved for purposes of obtaining an approval required under the provisions of this Paragraph, but nothing contained in this Paragraph 9 shall require Lessee to seek approval of signs under the procedures set forth in Paragraph 4.

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10 ~~Maintenance and Repairs~~ Lessee accepts the Leased Premises on an "as is" **CERTIFIED COPY**

It is the intention of the parties hereto that the rent for the term of this Lease shall constitute a net return to the Authority, free of any expense, charge or other deduction whatsoever with respect to the Leased Premises or any improvements, fixtures, or equipment which may now or hereafter exist upon the Leased Premises, except as otherwise provided in this Lease. Accordingly, except as otherwise provided herein, Lessee shall, at its sole cost, keep and maintain the Leased Premises and improvements in good order and in a good, safe and presentable condition consistent with good business practices, throughout the term of this Lease, reasonable wear and tear and damage by fire or other casualty excepted.

11. Compliance with the Authority's Declaration of Development Standards and Construction Requirements. Any development and construction on the Leased Premises shall at all times comply with the Restatement and Amendment to Declaration of Development Standards, adopted by the Authority on the 5th day of July, 1984 (the "Restated Declaration"), said Restated Declaration by this reference becoming a part of this Lease as if set out herein or attached hereto, and shall also comply with those certain standard building requirements of the Authority relating to Non-Lessor Construction which are set forth in Exhibit C, attached hereto and incorporated herein by reference. Lessee shall require its contractors and all subcontractors to also, comply with such Restated Declaration and standard building requirements. Lessee shall keep the Leased Premises and any improvements thereon free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Lessee except, as provided in (and subject to the provisions of) Paragraph 4(g) above. It is agreed that should this Lease contain provisions which are in conflict with the Restated Declaration or the standard building requirements, then the provisions of this Lease shall prevail. It is further agreed that in applying the Restated Declaration and the standard building requirements to any development on the Leased Premises, the Leased Premises will be viewed and considered in their entirety, notwithstanding that portions thereof may be subdivided and covered by different derivative versions of this Lease (pursuant to Paragraph 17 below); thus, for example (by way of illustration, and not as a limitation), for purposes of determining whether a development on a portion of the Leased Premises satisfies the coverage ratio and landscaping requirements of the Restated Declaration, the then-current coverage ratio and landscaped areas of the entire Leased Premises shall be taken into consideration. The Authority acknowledges and agrees that the Leased Premises constitutes a unique site among all of the other

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properties covered by the Restated Declaration and the standard building requirements, accordingly, the Authority agrees to consider special exceptions to the Restated Declaration and the standard building requirements, in order to accommodate the unique development contemplated for the Leased Premises.

12. General Obligations.

(a) Lessee's Obligations. Lessee covenants and agrees:

(i) to pay or cause to be paid the rent and other charges herein required at such times and places as the same are payable;

(ii) to pay or cause to be paid all charges for water, gas, electric power and sewerage service, if any, during the term of this Lease, for which it contracts. It is understood that the Authority shall not be responsible for bringing any utilities on or to the Leased Premises;

(iii) except as otherwise provided herein, to keep and maintain the Leased Premises in good condition, order and repair during the term of this Lease, reasonable wear and tear and damage by fire or other casualty excepted, and to surrender the same upon the expiration of said term in the condition in which they are required to be kept;

(iv) to observe and comply with any and all requirements of the constituted public authorities and with all federal, state or local statutes, ordinances, regulations and standards applicable to Lessee or its use of the Leased Premises, provided, however, that nothing herein shall preclude Lessee from taking appropriate legal action to contest the validity or application of any such requirements, statutes, ordinances, regulations or standards;

(v) to pay or cause to be paid all taxes assessed or imposed by any governmental authority upon Lessee's leasehold interest hereunder, upon the land underlying the Leased Premises or upon any building or other improvement erected or installed on the Leased Premises during the term of this Lease, subject, however, to the provisions of Paragraph 26 below, it being understood that if any tax or assessment may, at the option of the taxpayer, be paid in installments. Lessee shall have the right to exercise such option and shall, in such event, pay all installments as they fall due, together with any interest thereon;

(vi) that it will comply with all applicable laws of the United States of America, of the State of Florida, the ordinances and zoning regulations of the City of Tampa, and the height zoning regulations and development standards of the Authority as and to the extent provided in Paragraph 11 above (and subject to the provisions of Paragraph 7(a) above, establishing

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~~a maximum possible length provided, however, that nothing herein shall preclude Lessee from~~  
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taking appropriate legal action to contest the validity of or application of any such laws, ordinances, regulations, requirements or standards. The Authority shall cooperate with Lessee, and accommodate all reasonable requests of Lessee, in connection with any such contest by Lessee.

(vi) that it will procure and keep, or, cause to be procured and kept, in force during the term of this Lease all necessary occupational licenses and permits as are required by law for the Lessee's operations on the Leased Premises,

(vii) that it will use the Leased Premises only for legitimate purposes, including the purposes hereinbefore described, and any other purposes allowed thereto, that Lessee may deem desirable or necessary, and as are consistent with the use of the Leased Premises under the covenants and conditions of this Lease;

(ix) that it shall allow the Authority reasonable access to the Leased Premises during normal business hours and after reasonable notice if and to the limited extent required to prevent Lessee from committing waste on the Leased Premises; provided, however, that in exercising such right of access, the Authority will not inconvenience, or interfere with the occupancy of, any sublessee, licensee, tenant or occupant of the Leased Premises, or any building erected thereon, or any portion of such Premises or building;

(x) that at the termination of this Lease by lapse of time or otherwise it will yield up and surrender immediate possession of the Leased Premises to the Authority and upon failure to do so shall thereafter be considered as a tenant at sufferance and anything contained, in this subparagraph shall not be held as a waiver by the Authority of any right of reentry as is hereinafter provided, nor shall the receipt of rent or any part thereof or any other act in apparent affirmance of the tenancy operate as a waiver of the right to declare this Lease terminated and the term hereby granted as at an end for the period remaining still unexpired by reason of any subsequent breach of the covenants and conditions as are herein contained, and

(xi) that it shall provide for the complete and proper arrangement for the adequate handling of all trash, garbage and other refuse caused as a result of the operation of the Leased Premises and shall provide for its timely removal therefrom, Lessee shall provide for the use of suitable receptacles for all garbage, trash and other refuse on or in connection with the Leased Premises.

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~~(b) The Authority's Obligations.~~ In addition to the other obligations set forth

for the Authority under this Lease, the Authority further covenants and agrees that it will not

(i) assess or impose any taxes upon the Leased Premises, any buildings or improvements constructed thereon, or upon Lessee or any other occupant of the Leased Premises, it being understood and agreed that the Authority may collect sales taxes on rentals, as and to the extent required of landlords generally under applicable state law;

(ii) impose any ordinance, regulation, code or restriction (whether for zoning or otherwise) that would be applicable to the Leased Premises, any buildings or improvements constructed thereon, or upon Lessee or any other occupant of the Leased Premises, except for height zoning ordinances (which would, in any event, preserve the maximum permissible height); or

(iii) exercise any condemnation, eminent domain or similar right or power with respect to the Leased Premises, any buildings or improvements constructed thereon, or any portion thereof or with respect to any of the off-site easement areas contemplated hereunder;

(iv) take any other action with respect to the Leased Premises, of any kind or nature whatsoever, which the Authority may have the power to take by virtue of its being a governmental agency, if such action would adversely affect the Lessee, the Leased Premises, any buildings or improvements constructed thereon, or any occupant thereof; or

(v) modify or amend any rule, regulation, restriction, order or standard affecting the Leased Premises, without the prior written consent of Lessee (which shall not be unreasonably withheld, delayed or conditioned).

13. Title to Improvements. Title to all fixed improvements including landscaping existing, constructed or installed on the Leased Premises by Lessee shall at all times during the term of this Lease remain in Lessee. Title to all furniture, equipment and trade fixtures, purchased or constructed by Lessee, shall at all times remain in Lessee. Lessee shall have no obligation to remove any or all improvements on the Leased Premises upon the expiration or sooner termination of this Lease.

14. Quiet Enjoyment. The Authority covenants and warrants to Lessee that Lessee, its subtenants and assigns, where applicable, shall peaceably have, hold and enjoy the Leased Premises and appurtenances thereto and all facilities, rights, licenses and privileges granted herein throughout the entire term of this Lease, without interference from the Authority or any other

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~~person or entity, subject only to the Authority's dispossession rights pursuant to the default provisions of this Lease, and except to the extent specifically provided to the contrary in this Lease.~~

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15. Default and Remedies.

(a) Lessee's Events of Default: The following events shall constitute Events of Default by Lessee under this Lease

(i) The material breach by Lessee of any of Lessee's covenants or agreements herein contained including the events described in Paragraph 15(a)(ii), and the failure of Lessee to remedy such breach within the applicable time periods, as hereinafter provided. In the event of such material breach the Authority shall give Lessee notice in writing to correct such breach, and if such breach shall continue for 120 days after the receipt of such notice by Lessee, the Authority may, after the lapse of the said 120 day period, declare such breach to be an Event of Default by Lessee hereunder; provided, however, that if the nature of the breach is such that it cannot reasonably be cured within such 120 day period, then Lessee shall have such additional time as is reasonably necessary to diligently pursue the curing of such breach.

(ii) insofar as permitted by law, the filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises (unless it is contesting such action in good faith), or the adjudication of Lessee as a bankrupt, or general assignment by Lessee for the benefit of its creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act which may hereafter be enacted, which (in the case of any such adjudication or approval) remains unvacated or unstayed or results in the Lease not being affirmed for more than sixty (60) days.

(b) Remedies. Except as provided in Paragraph 15(c) below, whenever any Event of Default as to Lessee referred to above shall have happened and be subsisting beyond all applicable notice and cure periods specified in this Lease (including, without limitation, those provided in Paragraph 15(a) above and Paragraph 17 below), the Authority may take any one or more of the following remedial steps against Lessee.

(i) The Authority may reenter and take possession of the Leased Premises without terminating this Lease, and sublease (or operate) the facility for the account of Lessee, holding Lessee liable for the difference between the rents and other amounts payable by

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Lessee hereunder and the rents and other amounts payable by such sublessee in such subleasing, or, if operated by the Authority, the difference between the net revenues received from such operations, and the rents and other amounts payable by Lessee hereunder.

(n) The Authority may terminate this Lease and exclude Lessee from possession of the Leased Premises, whereupon all further obligations of the Authority and Lessee, hereunder shall cease and terminate.

(ni) The Authority may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

(c) Limitations on Exercise of Remedies Notwithstanding anything contained in this Paragraph 15 to the contrary, the Authority acknowledges and agrees as follows.

(i) Upon the occurrence of an Event of Default by Lessee, the Authority will not exercise any of the rights and remedies available to it as a result thereof unless and until the Authority has provided all of the notices required under Paragraph 17 below, and all of the cure periods specified in such Paragraph 17 have expired without the subject Event of Default having been cured, and the Authority has complied with all of its other obligations set forth in Paragraph 17 below.

(ii) The Authority will not exercise any of the rights and remedies available to it as a result of any Event of Default by Lessee if the Authority, is then in default under this Lease.

(iii) The Authority will not exercise its rights to reenter the Leased Premises and/or to terminate this Lease following an Event of Default by Lessee (as provided in subparagraphs (i) and (ii) of Paragraph 15(b) above), unless the Event of Default at issue involves a material breach by Lessee of a material covenant under this Lease (e.g., Lessee's obligation to pay rent, as provided in Paragraph 5 above)

(iv) If any Event of Default under this Lease (other than a monetary default) results from any act or omission of any person or entity other than Lessee (including, without limitation, any subtenant of the Leased Premises), then the same shall not constitute an Event of Default by Lessee hereunder, provided that Lessee attempts in good faith and with

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reasonable diligence to cause such other person or entity to correct the fact or omission giving rise to the claimed Event of Default hereunder

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(v) If any Event of Default of Lessee (or any material breach of this Lease by Lessee, which has not yet become an Event of Default hereunder) is cured by any person or entity other than Lessee, then the Authority shall accept such cure for the benefit of Lessee, and shall consider the cure as having been effectuated by Lessee, for all purposes under this Lease. The provisions of this Paragraph 15(c)(v) shall not apply if and to the extent that the Authority, pursuant to the exercise of its self-help rights, is the party that cures the subject Event of Default of Lessee hereunder.

(d) Default by the Authority. Lessee may cancel this Lease and terminate all of its obligations hereunder at any time that Lessee is not in default in the payment of any rentals, fees or charges to the Authority hereunder by giving the Authority 120 days advance written notice to be served as hereinafter provided, upon or after a material breach by the Authority of any of the covenants or agreements herein contained and the failure of the Authority to remedy such breach for a period of 120 days after receipt from Lessee of written notice to remedy same, such cancellation right to be in addition to any other rights or remedies Lessee may have hereunder or at law or in equity by reason of such uncured material breach by the Authority hereunder (such other rights and remedies to include, without limitation, the right to offset amounts due from the Authority to Lessee from the rent and other amounts payable hereunder by Lessee to the Authority).

(e) Expenses of Enforcement. In the event there should be a claimed default under any of the provisions of this Lease and the Authority or Lessee, as the case may be, should determine that the services of an attorney are required or the Authority or Lessee incurs other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement, the defaulting party or the party asserting unsuccessfully a claimed default as the case may be, agrees that it will, on demand therefor, pay the reasonable and necessary fee of the other party's attorneys and other reasonable and necessary expenses so incurred.

(f) Remedies Non-Exclusive; Waivers. Except as provided in Paragraph 15(e) above, no remedy herein conferred upon or reserved to the Authority or Lessee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or hereafter existing under law or in equity. No delay or omission to exercise any right or power accruing upon

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any default shall waive any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient

In order to entitle either party to exercise any remedy reserved to it in this Paragraph 15, it shall not be necessary to give any notice unless such notice is expressly required herein or by law. In the event any covenant contained in this Lease should be breached by either party and thereafter waived, by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

16 Condemnation

(a) Allocation of Award. The Authority, agrees and acknowledges that the interest of Lessee herein and its rights hereunder constitute a valuable property interest which would be affected adversely by any condemnation or other exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, or by agreement in lieu thereof, and that nothing in this Lease shall be construed as a waiver by Lessee of any claim or damage against any condempnor exercising such power of eminent domain. In the event of any taking of a part or all of the Leased Premises by condemnation or other exercise of the power of eminent domain, the condemnation award (or the amount agreed upon in lieu of an award in condemnation) shall be equitably apportioned as follows:

(i) In the event of a taking of all, or substantially all of the Leased Premises (to be determined as provided in Paragraph 16(b) below). First, there shall be paid to the Leasehold Mortgagee(s) (as hereinafter defined) having a lien in respect of all of the Leased Premises, or the portion taken, an amount(s) equal to the unpaid principal balance(s) of such Leasehold Mortgage(s) plus all accrued and unpaid interest thereon, second, there shall be paid to Lessee an amount(s) equal to the value of its fee title estate in the improvements so taken (net of the Leasehold Mortgage(s) paid out of the condemnation award, and third, the balance of such award shall be equitably apportioned between the Authority and Lessee, subject to Paragraphs (b) and (c) of this Paragraph 16, so that the Authority receives the value of its reversionary interest, and Lessee the value of its leasehold estate in the Leased Premises so taken; and

(ii) In the event of a taking of less than substantially all of the Leased Premises, then, subject to the requirements of the Leasehold Mortgagee(s), the condemnation award shall be distributed as follows. first, there shall be paid to Lessee an amount equal to the cost of restoring and repairing all the damages to the remaining portion of the Leased Premises and the

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buildings and improvements thereon, second, there shall be paid to Lessee an amount(s) equal to the value of its fee title estate in the improvements so taken; and third, the balance of such award shall be equitably apportioned between the Authority and Lessee, subject to Paragraphs (b) and (c) of this Paragraph 16, so that the Authority receives the value of its reversionary interest, and Lessee the value of its leasehold estate in the Leased Premises so taken. The Development Rent payable hereunder after any such taking shall be based solely on the Gross Floor Area Feet remaining after the taking. The Land Rent payable hereunder after any such taking shall be reduced proportionately, based on the ratio of the land area of the Leased Premises remaining after the taking to the total land area of the Leased Premises prior to the taking, as provided in Paragraph 17(a) below;

(b) Termination of Lease. If all of the Leased Premises shall be taken by a condemnation or otherwise by a governmental authority, Lessee's obligations hereunder shall terminate as of the date of such taking. If a substantial portion of the Leased Premises shall be so taken so that the continued use and operation of same by Lessee is thereafter in the opinion of Lessee no longer economically prudent, Lessee, upon written notice to the Authority delivered within sixty (60) days after such taking, shall have the privilege of terminating its obligations under this Lease.

(c) Temporary Taking. If the use, for a limited period, of all or part of the Leased Premises is taken, by any such eminent domain proceedings or agreement in lieu thereof, this Lease shall, nevertheless, continue in full force and effect; provided, however, that if the period of such taking expires on or before the expiration of the term hereof, or any extension thereof, all awards or payments attributable to such taking shall be made to Lessee. If the period of such taking expires after the expiration of the term hereof, or any extension thereof, Lessee shall receive that portion of said award or other payments allocable to the period from the date of such taking to the expiration of such term, or extended term, and the Authority shall be entitled to the remainder thereof. The foregoing allocation of the condemnation award shall be subject to the requirements of the Leasehold Mortgage(s), if any.

(d) Appeal. It is understood that the foregoing provisions of this Paragraph 16 shall not, in any way, restrict the right of the Authority or Lessee to appeal the award made by any Court or other public agency in any condemnation proceedings, nor shall it limit or restrict Lessee's right to claim and recover from the condemning authority such other compensation as may be

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separately awardable or recoverable by Lessee, on account of any damages to Lessee's business arising from any such taking.

17. Adjustment of Boundaries; Lessee's Encumbrances.

(a) Adjustment of Boundaries The Lessee under this Lease shall have the right at any time and from time to time, to transfer to (or exchange with) other lessees some or all of their respective portions of the "Leased Premises" under their respective leases, and/or to make adjustments in the common boundaries between their respective portions of such "Leased Premises". In that event, the respective portions of the "Leased Premises" under such leases shall be modified to reflect the transfers, exchanges and/or adjustments, so that any land area acquired by one lessee shall be added to its portion of the Leased Premises, and released from the lease covering the other lessee's portion of such "Leased Premises". The Authority agrees to execute, upon request of the lessees, appropriate amendments to this Lease and any applicable other leases, as well as such other documents as are reasonably requested by the respective lessees, in order to confirm the transfers, exchanges and/or adjustments of property between the lessees (and to make such modifications to the lessees respective leases as are necessary or appropriate as a result thereof).

(b) Right to Mortgage. Notwithstanding anything herein to the contrary, Lessee shall have the right from time to time or at any time after the execution date hereof and during the term of this Lease, without having to obtain any consent or approval from the Authority with respect thereto, to encumber by mortgage, deed of trust or trust deed, in the nature of a mortgage, all or portions of the leasehold interest of Lessee in the Leased Premises and interest in all buildings and improvements erected thereon; and Lessee will have the right at any time, and from time to time, without having to obtain any consent or approval from the Authority with respect thereto, to convey, transfer and assign all or part of its interest under this Lease to a mortgagee or trustee under a mortgage, deed of trust, or trust deed given to secure any note or other of its obligations, provided, however, that within thirty (30) days after the making of any such mortgage, deed of trust or trust deed, Lessee shall deliver written notice to the Authority of the existence thereof together with a copy of any such instrument and shall designate an address where notice may be served upon the mortgagee under any such mortgage, or the trustee or beneficiary under any such deed of trust or trust deed. For purposes of convenience any such mortgage, deed of trust or trust deed executed by Lessee pursuant to the provisions of the preceding sentence shall be hereinafter referred to as a "Leasehold Mortgage" and the holder of any such mortgage, or the trustee or beneficiary under any

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such deed of trust or trust deed shall hereinafter be referred to as the "Leasehold Mortgage", and such terms refer to the plural as well as the singular, in the event that more than one Leasehold Mortgage encumbers all or portions of the leasehold interest, as the case may be.

(c) Leasehold Mortgage Protection. If Lessee shall execute any Leasehold Mortgage pursuant to the provisions of Paragraph 17(b) above and shall deliver notice thereof to the Authority as provided above, then, in such event and so long as such Leasehold Mortgage shall constitute a lien against the interest of Lessee hereunder, the following provisions shall apply:

(i) No agreement by the Authority and Lessee for the amendment, cancellation, surrender, acceptance of surrender or termination of this Lease shall be effective without the prior written consent of such Leasehold Mortgage, furthermore, the Authority shall not initiate or accept any amendment, cancellation, surrender or termination of this Lease absent agreement with Lessee (except pursuant to the applicable provisions of Paragraph 15 above, following an Event of Default by Lessee) without the prior written consent of such Leasehold Mortgage;

(ii) There shall be no merger of this Lease nor of the leasehold estate created thereby with the fee estate in the Leased Premises by reason of the fact that this Lease, or the leasehold estate created hereby, or any interest in either thereof may be held directly or indirectly by or for the account of any person who shall own or control the fee estate in the Leased Premises, or any portion thereof, without the written consent of the Leasehold Mortgage;

(iii) The Authority shall, upon serving Lessee with any notice of default pursuant to the provisions of this Lease, or any other notice under the provisions of or with respect to this Lease, at the same time serve a copy of such notice upon the Leasehold Mortgagee in the manner specified in Paragraph 32 below, and no such notice by the Authority to Lessee hereunder shall have been deemed duly given unless and until a copy thereof has been so served upon the Leasehold Mortgagee;

(iv) The Leasehold Mortgagee shall have the right to enter upon the Leased Premises at any time for the purpose of curing any defaults by Lessee under this Lease and the Authority, hereby agrees to accept performance and compliance by any such Leasehold Mortgagee of any covenant, agreement, provision, condition and limitation on Lessee's part to be kept, observed or, performed hereunder, with the same force and effect as though kept, observed and performed by Lessee;

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~~CERTIFIED COPY~~ The Authority will not exercise any right, power or remedy with respect to any default under this Lease until the expiration of the grace period provided

for in Paragraph 15 above or elsewhere in this Lease, plus an additional period of thirty (30) days after the expiration of such grace period, and then only if such default has not been cured or begun to be cured, with the cure pursued with due diligence. In addition, the Authority will not exercise any right, power or remedy with respect to any nonmonetary default under this Lease (i.e., a default which can not be cured by Lessee solely by the payment of a sum of money) if any Leasehold Mortgagee shall give written notice to the Authority prior to the expiration of such additional thirty (30) day period of its intention to, and promptly thereafter shall, initiate and diligently pursue steps to acquire Lessee's interest under this Lease by foreclosure of its mortgage or otherwise and, as soon as reasonably possible after obtaining possession of the Leased Premises, cure and diligently prosecute, and complete the curing of all then existing nonmonetary defaults of Lessee which are capable of cure by such Leasehold Mortgagee (and of which the Authority shall have given notice to such Leasehold Mortgagee). If after such Leasehold Mortgagee gives such notice (1) Lessee shall be duly removed from possession by such Leasehold Mortgagee, and (2) an assumption of performance and observance of the covenants and conditions herein contained on Lessee's part to be performed, subject to all rights and limitations hereto pertaining, shall be delivered to the Authority by such Leasehold Mortgagee, or its nominee, agent or assignee, and (3) such Leasehold Mortgagee shall have complied with all obligations on Lessee's part to be performed hereunder which are capable of performance by such Leasehold Mortgagee and no further default which is capable of cure by such Leasehold Mortgagee (and of which the Authority shall have given notice to such Leasehold Mortgagee) shall have occurred and be continuing hereunder (unless such Leasehold Mortgagee or its nominee, agent or assignee is then in its process of curing the same), then and in such event, the nonmonetary defaults under this Lease shall be deemed to have been cured and, in the case of a default such as the bankruptcy of Lessee or the violation by Lessee of the provisions of Paragraphs 20 or 28(c) below, which can not be cured by such Leasehold Mortgagee, such default which is not capable of cure by such Leasehold Mortgagee shall be deemed to have been waived. The Authority shall thereafter recognize such Leasehold Mortgagee, or its nominee, agent or assignee, as the tenant under this Lease, with all of the rights of Lessee in and to this Lease, as if this Lease had been assigned by



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~~Lessee (in accordance with the terms of this Lease) to such Leasehold Mortgagee, or its nominee, agent or assignee. Any payment to be made or action to be taken by a Leasehold~~

~~Mortgagee under this subparagraph as a prerequisite to keeping this Lease in effect shall be deemed properly to have been made or taken by a Leasehold Mortgagee if such payment is made or action taken by a nominee, agent or assignee of such Leasehold Mortgagee;~~

(vi) In the case of the termination of this Lease or the reentry of the Leased Premises by the Authority by reason of the failure of Lessee and any Leasehold Mortgagee to cure any default within the applicable grace period as set forth in Paragraph 15 and this Paragraph 17, the Authority shall give prompt notice thereof to each Leasehold Mortgagee who shall become entitled to notice as provided above, and shall specify in such notice the amount of Land Rent, or Development Rent and other sums and charges due to the Authority as of the date of termination or reentry. The Authority shall on written request of such Leasehold Mortgagee made at any time within forty (40) days after the giving of such notice by the Authority, enter into a new lease of the Leased Premises with such Leasehold Mortgagee, or its nominee, agent or assignee, within twenty (20) days after such request, which new lease shall have the same priority as this Lease and shall be effective as of the date of such termination of this Lease or reentry for the remainder of the term of this Lease, at the same Land Rent and Development Rent and other sums and charges and upon the same terms, covenants, conditions and agreements as are herein contained, but only provided that such Leasehold Mortgagee shall (1) contemporaneously with the delivery of such request pay to the Authority all the installments of Land Rent or Development Rent and all other sums and charges due hereunder as specified in the aforesaid notice from the Authority; (2) pay to the Authority at the time of the execution and delivery of said new lease any and all sums for Land Rent or Development Rent and other sums and charges which would have been due hereunder from the date of termination of this Lease (had this Lease not been terminated) to and including the date of the execution and delivery of said new lease, less (in the case of all amounts contemplated under clauses (1) and (2) above) the excess, if any, of all sums received by the Authority from any, space tenants or other persons or entities in occupancy of any part or parts of the Leased Premises or any buildings erected thereon up to the date of commencement of such new lease over expenses incurred by the Authority in operating the Leased Premises; and (3) on or prior to the execution and delivery of said new lease, agree in writing that promptly following the delivery of such new lease,

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~~such Leasehold Mortgagee or its designee will perform or cause to be performed all of the other covenants and agreements herein censused on Lessee's part to be performed to the extent that Lessee shall have failed to perform the same to the date of delivery of such new lease, except such covenants and agreements which cannot with the exercise of due diligence be performed by such Leasehold Mortgagee or its designee. Nothing herein contained shall be deemed to impose any obligation on the part of the Authority to deliver physical possession of the Leased Premises to such Leasehold Mortgagee unless the Authority at the time of the execution and delivery of such new lease shall have obtained physical possession thereof. Simultaneously with the execution and delivery of such new lease, the Authority shall execute, acknowledge and deliver to the lessee under such new lease a quit-claim deed to the buildings and improvements erected on the Leased Premises and a quit-claim bill of sale to all personal property located on or used in connection with the Leased Premises and/or the buildings and improvements erected thereon. In the event that there shall at any time be more than one Leasehold Mortgagee entitled to exercise any of the rights provided for herein, the Leasehold Mortgagee holding the Leasehold Mortgage most junior in lien which shall have fully paid and discharged all such Leasehold Mortgages which were prior to it shall have priority over the other Leasehold Mortgagees with regard to such rights; and~~

(vii) This Lease or any such new lease may at any time be assigned in its entirety, without the consent of the Authority to or by the Leasehold Mortgagee or its nominee, or pursuant to foreclosure or similar proceeding, or the sale, assignment or other transfer in lieu thereof, or the exercise of any other right, power or remedy of the Leasehold Mortgagee. No such assignment shall release Lessee of any of its obligations under this Lease, provided, however, that if the Leasehold Mortgagee or its nominee shall for any period of time succeed to Lessee's interest under this Lease or any such new lease, then said Leasehold Mortgagee or nominee, as the case may be, shall upon making an assignment of its interest under this Lease or any such new lease, be released from all obligations thereunder, except with respect to the rental for such period and all other obligations and liabilities accruing or arising during such period. The assignee under any such assignment shall, within ten (10) days after the execution of such assignment, give the Authority notice in writing of such assignment, accompanied by an executed copy thereof.

(viii) Notwithstanding the provisions of Paragraph 17(c)(vi) above, the Leasehold Mortgagee with respect to the Lease will have the right to obtain and enter

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into a new lease with the Authority pursuant to such Paragraph 17(c)(vii), without having to pay past due rent for any period occurring prior to the date of execution of such new lease

between the Leasehold Mortgagee and the Authority

(ix) If the Leasehold Mortgagee requires modifications or changes in this Lease, the Authority agrees to not unreasonably withhold, delay or condition its consent to (and execution of) such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Lease, provided, however, that in no event will the Authority be required, pursuant to this Paragraph 17(c)(ix), to agree to or be bound by any amendments, modifications, revisions, supplements or deletions which result in or require a net decrease in the rental, fees or other charges payable by Lessee under this Lease, a material expansion in the permitted uses or an increase in the size or location of the Leased Premises, the alteration in any material respect or the increase in size or height of any building or other improvement erected or otherwise permitted to be erected on the Leased Premises, a material increase in the rights and privileges granted to Lessee or any Leasehold Mortgagee under this Lease or a material reduction in the obligations imposed on Lessor under this Lease,

(x) Any loan made by a Leasehold Mortgagee with respect to all or any part of the Permitted Development may encumber this Lease (or an applicable portion thereof), together with any and all buildings, structures, improvements, subleases, rents, insurance and condemnation proceeds, and such other assets and property as may be more particularly described in the Leasehold Mortgage. The Authority acknowledges that the making of any such loan, and/or the foreclosure of or exercise of other remedies under the Leasehold Mortgage shall not constitute a default hereunder, nor shall the same, give rise to the termination of this Lease. If and for so long as any Leasehold Mortgage remains in place, any landlord's lien or security interest that the Authority might have in and to any assets or property of Lessee (whether under this Lease, or as a matter of law) shall be subject and subordinate in all respects to the liens and security interests of all Leasehold Mortgagees.

(xi) Notwithstanding anything to the contrary contained in this Lease, all of the Leasehold Mortgagee's rights and remedies under the Leasehold Mortgage (including, without limitation, the right to settle and adjust insurance claims, and to receive insurance and condemnation awards) shall be superior to and shall have priority over the Authority's rights and remedies under this Lease.

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CERTIFIED COPY (xii) If at any time Lessee, or anyone claiming by, through or under Lessee or a trustee in bankruptcy shall have the right to reject this Lease pursuant

to the United States Bankruptcy Code or any successor or similar state or federal law, then the Leasehold Mortgagee shall have the exclusive right to exercise such right and Lessee shall be deemed to have assigned that right to the Leasehold Mortgagee. The Authority agrees that it will not recognize any rejection of this Lease, unless exercised by the Leasehold Mortgagee.

(xiii) The Authority shall execute and deliver to each Leasehold Mortgagee such non-disturbance agreements as are reasonably requested by the lessee and/or such Leasehold Mortgagees, in order to further confirm or ratify the provisions of this Paragraph 17, or to address such other requirements as are reasonably necessary for such Leasehold Mortgagees to provide financing for the Permitted Development. The Authority covenants and agrees to cooperate with all reasonable requests of each Leasehold Mortgagee, in order to further assure that the development and operation of a Permitted Development on the Leased Premises will not be unnecessarily impeded.

18. Non-Waiver of Rights. Continued performance by either party hereto pursuant to the terms of this Lease after a default of any of the terms, covenants and conditions herein shall not be deemed a waiver of any right to cancel this Lease for any subsequent default and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

19. Surrender of Possession. Lessee agrees to yield and deliver to, the Authority possession of the Leased Premises herein at the termination of this Lease, by expiration or otherwise, or of any renewal or extension hereof.

20. Assignment and Subletting

(a) Transfer of Entire Interest. Lessee shall have the right at any time to assign its interest in the Leased Premises as an entirety, and, similarly, the Lessee shall also have the right to sublet as an entirety the Leased Premises, without the prior written consent of the Authority. Upon such assignment or sublease, Lessee shall promptly deliver to the Authority a copy of the instrument of assignment or sublease, as the case may be for the Authority's records.

(b) Partial Subletting. Lessee shall also have the right at any time and from time to time sublet its interest in this Lease to a defined portion of the Leased

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Premises to any firm, person or entity without the prior written consent of the Authority.  
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In the event of such sublease, promptly after completion of any such sublease, Lessee shall

deliver to the Authority a copy of the instrument of sublease, for the Authority's records, except that such submission of a copy of the instrument of sublease shall not be required for the subletting or licensing of office, hotel, retail, storage, parking or other spaces to tenants of any improvements on the Leased Premises. Lessee anticipates construction of improvements, the uses of which shall generate additional charges in the form of lodging rents, rentals, user fees, and other similar charges, and Lessee shall have the right to sublet, license or otherwise permit the use of such space within such improvements to any such users, without notice to or consent of the Authority.

(c) Lessee's Liability. Upon any assignment under this Lease pursuant under Paragraph 20(a) above, Lessee may be relieved of liability under this Lease as hereinafter set forth

(i) The Lessee may, at its option, provide to the Authority financial information regarding the assignee. In turn, Lessee would be relieved of liability under the Lease arising subsequent to such assignment unless the Authority reasonably determines that either (a) the assignee is not sufficiently creditworthy to meet its obligations under the Lease or (b) the Authority is barred from entering into the Lease with the assignee by Section 287.133, Florida Statutes (1997) regarding public entity crimes; or

(ii) In the event Lessee either has not provided the Authority with the financial information referenced above or the Authority in its reasonable discretion determines that the assignee is not sufficiently creditworthy, Lessee would remain liable under the Lease subsequent to the assignment of its entire interest in the Lease; provided, that if (a) the assignee performs without an Event of Default for a period of three (3) years and (b) Lessee establishes to the reasonable satisfaction of the Authority that, at the time of assignment, the equity in the improvements to the Leased Premises exceeds three (3) years of the Land and Development Rent, then Lessee would thereafter be relieved of liability

Notwithstanding any of the foregoing seemingly to the contrary, the Lessee shall, either prior or subsequent to the assignment, have the right to submit additional financial information to address any reasonable objection of the Authority pursuant to subparagraph (i) above, or upon a change in financial condition of the assignee, to resubmit updated financial information. In the event of such submittal of additional information or

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reimbursement of updated information, Lessee would be relieved of further liability under the Lease arising subsequent to such assignment unless the Authority reasonably determines,

based on such additional or updated financial information, that either (a) the assignee is not sufficiently creditworthy to meet its obligations under the Lease or (b) the Authority is barred from entering into the Lease with the assignee by Section 287.133 Florida Statutes (1997) regarding public entity crimes.

(d) Non-Disturbance. Notwithstanding, anything herein to the contrary, upon any Event of Default under this Lease, then in such event, any person, firm, corporation or other entity (hereafter referred to as "Successor Lessee"), which has any interest in the Leased Premises and/or this Lease as authorized under the provisions of this Lease, on paying such Successor Lessee's ratable share of Land Rent or Development Rent, as the case may be, and on keeping, and observing and performing all of the other terms, covenants, conditions, provisions and agreements in this Lease applicable to such Successor Lessee, then such Successor Lessee shall, during the period of time which would have been the full term of this Lease or such shorter time as the case may be in the event that such Successor Lessee's interest is, by virtue of its agreement with Lessee, shorter than the full term of this Lease, not be subject to early termination, and such Successor Lessee shall peaceably and quietly have, hold and enjoy the defined portion or portions of the Leased Premises in which such Successor Lessee has an interest, provided, however, that the Authority shall not be liable for any act or omission of Lessee or any successor thereto nor be subject to any offsets or defenses which any such assignee or sublessee might have or claim to have against Lessee or such successor relating to matters occurring prior to such termination of this Lease. Such Successor Lessee's ratable share of Land Rent shall be based upon the ratio of the amount of land of the Leased Premises in which it has an interest, to the total amount of land in the Leased Premises and the Development Rent of such Successor Lessee shall be based upon the Gross Floor Area Feet on only that portion or portions of the Leased Premises in which it has an interest, in the same manner as provided in this Lease. In connection with the foregoing, the Authority agrees to execute and deliver to each subtenant or occupant of the Leased Premises such non-disturbance agreements as are reasonably requested by the Lessee and/or such subtenant or occupant, in order to further confirm or ratify the provisions of this Paragraph 20(d). The Authority further acknowledges and agrees that each Successor Lessee shall have the same rights as Lessee has

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under Paragraph 17 above and this Paragraph 20, and that any Successor Lessee's Leasehold Mortgage shall have the same rights and protections as are afforded to Lessee's Leasehold

Mortgage, pursuant to Paragraph 17 above. In addition, notwithstanding anything to the contrary, upon any Event of Default under this Lease, and following the termination of this Lease by reason thereof, any person, firm, corporation or other entity (hereinafter referred to as a "Space Tenant") which occupies space, in any building or improvement erected on the Leased Premises pursuant to a bona fide occupancy lease with Lessee (hereinafter referred to as a "Space Lease"), on paying, and continuing to pay, the rent provided for in its Space Lease and performing and observing, and continuing to perform and observe, all of the other terms, covenants, conditions, provisions and agreements contained in its Space Lease on its part to be performed or observed, shall not be disturbed or ousted from possession, nor shall its Space Lease be terminated, but such Space Tenant shall peaceably and quietly have, hold and enjoy the space occupied by it in accordance with the provisions of and for the remaining term provided for in its Space Lease; provided, however, that (1) the Authority shall not be liable for any act or omission of Lessee or any successor thereto nor be subject to any offsets or defenses which such Space Tenant may have or claim to have against Lessee or such successor relating to matters occurring prior to such event of default or termination of this Lease, and (2) the Authority shall not be required to permit a Space Tenant to continue under this sentence if the revenue generated to the Authority from the entire building occupied by the Space Tenant is not sufficient to cover the Authority's cost of maintaining the building in which the Space Tenant is located. Nothing in this provision shall in any way limit the Lessee's liability to the Authority for Lessee's breach of this Lease

21. Indemnification and Insurance

(a) Indemnification. It is an express condition of this Lease that, except as otherwise provided in this Lease and except where caused by its or their negligence, the Authority, members of its Board, and its officers, agents and employees shall be free from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its or their agents or employees, to any third persons, from any cause or causes whatsoever resulting from the installation, maintenance or operation of any or all structures, improvements or facilities constructed pursuant to this Lease, or while in or

upon or with respect to the use of any or all of the Leased Premises, pursuant to this Lease, and Lessee hereby covenants and agrees to indemnify and to save harmless the Authority,

members of its Board, and its officers, agents and employees, of and from any and all such claims, demands, debts, liabilities and causes of action (including attorney's fees and costs)

(b) Insurance Requirements. Lessee shall maintain (or cause to be maintained) with responsible insurers the following kinds and the following amounts of insurance:

(i) Comprehensive general liability insurance in the minimum amount of Ten Million Dollars (\$10,000,000) bodily injury and property damage, combined single limit. Coverage shall also include broad form contractual coverage for this Lease, personal injury, products liability, and independent contractors coverage.

(ii) Automobile liability insurance on the comprehensive form, insuring all their owned, leased, and hired vehicles in the minimum amount of One Million Dollars (\$1,000,000) bodily injury and property damage combined single limit. Coverages shall be in compliance with the Florida Financial Responsibility Law and the Florida Automobile Reparatons Reform Act.

(iii) Workers compensation and employers liability insurance according to the laws of the State of Florida, with employers liability limit to be not less than One Hundred Thousand Dollars (\$100,000) for each incident.

(c) Insurance Policies. Except for insurance carried by Lessee pursuant to Paragraph 21(b)(iii) above, all policies evidencing insurance maintained or caused to be maintained by Lessee with respect to the Leased Premises as required by Paragraph 21(b) above shall be issued by the home office of the insurer(s) or by a duly authorized agent of the insurer(s), and shall name the Authority as additional insured, as its interests shall appear, and certificates of such policies shall be deposited with Lessee but subject to inspection and examination by the Authority. Upon the occurrence of any event for which insurance proceeds would be payable to the Authority, Lessee will diligently pursue the collection and payment of such proceeds to the Authority.

(d) Lessee's Certificate. Lessee shall during the term hereof, file or cause to be filed with the Authority a certificate on a form supplied by the Authority stating in reasonable detail the insurance with respect to the Leased Premises then in effect pursuant to the requirements hereof and with respect to each policy, the name of the insurer, the



amount, the policy number, the expiration date, and the hazards covered thereby, and that the premium therefor has been paid; and whether Lessee is then maintaining or causing to be maintained insurance conforming in all respects with the requirements hereof.

(e) Cancellation of Policies. Thirty (30) days written notice shall be given to the Authority of any intent to cancel, not to renew, or to reduce the coverage in the policies of insurance required hereunder.

(f) Primary Coverage. Insurance carried by Lessee in compliance with this Lease shall be primary over any insurance carried by the Authority for the Authority's own protection.

(g) Governing Law. Said policies of insurance shall be construed in accordance with the laws of the State of Florida.

22. Estoppel Certificates. The Authority and Lessee agree that at any time and from time to time upon not less than ten (10) days prior written notice by the other or upon request from any assignee, sublessee or Leasehold Mortgagee of Lessee, the Authority or Lessee, as the case may be, will execute, acknowledge and deliver to the other or to such assignee, sublessee or Leasehold Mortgagee, as the case may be, a statement in writing certifying:

(i) That this Lease is unmodified and in full force and effect (or if there have been modifications that this Lease is in full force and effect as modified, with such modifications being identified);

(ii) The date to which the rental and other charges have been paid;

(iii) That so far as the certifier knows, if such be the case, there is no default, Event of Default (nor any condition which with the giving of notice, the passage of time or both, would become an Event of Default), breach, setoff, defense or other claims against the Authority or Lessee; as the case may be (or if so, specifying the nature of same) under the provisions of this Lease, and

(iv) As to any other matter with respect to this Lease as the requesting party may reasonably request.

It is intended that any such statement may be relied upon by any person proposing to acquire any interest in all or any portion of the Authority's or Lessee's interest, as the case may be, in this Lease or to place a mortgage on Lessee's interest in this Lease.

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23 Recording This Lease shall not be recorded, unless the Authority is required to record this Lease pursuant to regulations promulgated by the Federal Aviation  
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Administration. If this Lease does not have to be recorded, however, the Authority and Lessee agree that each will promptly execute a Memorandum of this Lease in form of that set forth in Exhibit D, attached hereto and incorporated herein by reference (and otherwise in form appropriate for recording) and will cause same to be recorded. Such Memorandum of Lease shall reference, among other things, all off-site licenses and easements granted or contemplated hereunder.

24 Restrictions on Mortgages or Other Assignments by the Authority.

(a) Leas and Encumbrances. The Authority covenants, warrants and agrees that from the date hereof and continuing for the duration of this Lease or any new lease entered into pursuant to Paragraph 17, above, the Authority will not execute any mortgage, deed or trust, or similar instrument or create or suffer any lien or encumbrance, which shall affect the Leased Premises; provided, however that the Authority may issue bonds in the regular course of business and in that event, the Authority's reversionary interest in this Lease and the Authority's right to collect the rentals pursuant to Paragraph 5 of this Lease may be pledged as security therefor as long as any such pledge is subject and subordinate to all of the terms and provisions of this Lease and any new lease or additional lease that may be entered into pursuant to Paragraph 17 above (including, without limitation, the provisions protecting Leasehold Mortgagees, and all rent abatement, setoff and adjustment provisions), and to all Leasehold Mortgages entered into pursuant to Paragraph 17 above. In the event that any lien or encumbrance is imposed upon some or all of the Leased Premises as a result of any action or omission of the Authority, or the assertion of any claim against the Authority, the Authority shall remove or cause the removal of such lien or encumbrance within sixty (60) days after its receipt of notice of the existence of such lien or encumbrance.

(b) Right of First Refusal. The Authority shall not sell, assign, transfer or convey (collectively, "Convey") its fee interest in the Leased Premises (or any portion thereof) without providing Lessee with a right of first refusal with respect to the same, in accordance with the following procedures.

(i) The Authority shall give Lessee written notice (the "Conveyancing Notice") advising Lessee of the Authority's desire to Convey the above-

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stated interest of the Authority, and setting forth all of the terms and conditions, including consideration, pursuant to which the Authority intends to make such Conveyance

(ii) Lessee shall thereafter have the right to acquire the Authority's aforementioned interest on the terms and conditions set forth in the Conveyancing Notice by giving written notice to the Authority, within sixty (60) days following its receipt of the Conveyancing Notice from the Authority. Lessee shall as expeditiously as possible respond to the Conveyancing Notice by the date of the next regularly scheduled meeting of the Authority following the Conveyancing Notice, but shall not be bound to do so. If Lessee exercises such right within said sixty (60) day period, the Authority shall thereupon Convey the Authority's interest to Lessee on the terms and conditions set forth in the Conveyancing Notice, on a date and at a time and place set forth by the Authority in the Conveyancing Notice, which date shall be not less than sixty (60) days following the date on which Lessee responded to the Conveyancing Notice

(iii) If Lessee fails to exercise the right provided for in Paragraph 24(b)(ii) above within the sixty (60) day period specified therein, or if Lessee shall exercise such right and thereafter shall default in acquiring the Authority's aforementioned interest, then and in either such event the Authority shall have the right to Convey the above-stated interest on the terms and at the time specified in the Conveyancing Notice, and Lessee's right of first refusal provided for in this Paragraph 24(b) shall be deemed waived with respect to that particular Conveyance; provided, however, if Lessee exercises its right of first refusal and thereafter defaults in acquiring the Authority's interest, this right of first refusal shall no longer be available to Lessee. Any person or entity acquiring the Leased Premises (or any portion thereof) from the Authority shall acquire the same subject to this Lease, and all of the terms and provisions hereof (including, without limitation, the obligation to provide Lessee with a right of first refusal, as provided hereunder, in connection with any subsequent Conveyance of all or any portion of the Leased Premises).

(iv) If the Authority Conveys the above-stated interest to Lessee pursuant to this provision or otherwise, then this Lease shall thereafter cease and terminate with respect to the portion of the Leased Premises so Conveyed to Lessee, and Lessee shall be relieved, released and discharged from all obligations hereunder with respect to the same.

25. Grant of Easements. The Authority, at the request and expense of Lessee, covenants and agrees promptly to join with Lessee in the execution of such instruments, in

recordable form, as Lessee may request for using and granting easements and rights of way  
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in, on, under and over the Leased Premises and/or the easement areas contemplated

hereunder for ingress and egress and public and other utilities, including without limitation thereof, gas, telephone, water, sewage, power, drainage, roads and electricity and for the maintenance and repair thereof

26. Right to Contest Taxes. If the imposition of any tax, assessment, license fee, excise, impost or charge shall be deemed by Lessee to be improper, illegal or excessive, Lessee may, at its sole cost and expense (in its own name or in the name of the Authority or both, as the law may require) dispute and contest the same in good faith and with due diligence and in such case such items need not be paid, except if required by law, until judged to be valid. Upon being adjudged valid, Lessee may continue to contest same; however, prior thereto, Lessee shall have the option to pay such taxes, assessments, fees, excises, imposts or charges under protest or shall post bond or other security equal to that amount determined to be due and owing by such adjudication, to be applied by Lessee or failing to do so, by the Authority, in satisfaction of such amount should such adjudication not be reversed or the case be remanded for further proceedings upon termination of appeal. Unless so contested by Lessee, all such taxes, assessments, license fees, excises, imposts, and charges shall be paid by Lessee within the time provided by law and if contested, any such tax, assessment, license fee, excise, impost or charge shall be paid before the issuance of execution or final judgment. Upon Lessee's request, and when the Authority determines it reasonable to do so (in the exercise of its reasonable judgment), the Authority shall cooperate with Lessee in any such dispute or contest. In no event shall the Authority oppose Lessee in connection with any such dispute or contest, regardless of whether or not the Authority is cooperating with Lessee with respect to the same.

27. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.

28. Public Use, Federal Grants and Nondiscrimination.

(a) Public Use. The Leased Premises and the Airport are subject to the terms of those certain sponsor's assurance agreements made to guarantee the public use of the Airport as incidental to grant agreements between the Authority and the United States of America, predecessor in title to a portion of the Leased Premises and the Authority

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represents that none of the provisions of this Lease violates any of the provisions of such sponsor's assurance agreements, or the Quit Claim Deed recorded at Deed Book 1535, page 224 of the Public Records of Hillsborough County

(b) Exclusive Rights. It is further covenanted and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of §308 of the Federal Aviation Act of 1958, except to the extent permitted thereby

(c) Federal Funds. Lessee covenants and agrees that this Lease is subordinate to the provisions of those existing agreements between the Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the granting of federal funds for the development of the Airport to the extent that the provisions of any such existing agreements are generally required by the United States at other civil airports receiving federal funds. The Authority represents to Lessee that all such existing agreements are listed on Exhibit E, attached hereto and incorporated herein by reference; true and complete copies of all such existing agreements have previously been delivered by the Authority to Lessee. If any future agreements are hereafter entered into by the Authority and the United States Government relative to the operation or maintenance of the Airport, the execution of which will be required as a condition precedent to the granting of federal funds for the development of the Airport, which agreements must be superior to this Lease (and which priority is also required as a condition precedent to the granting of federal funds for the development of the Airport), Lessee will not unreasonably withhold, delay or condition its agreement to subordinate this Lease to such future agreements; provided, however, that the provisions of any such future agreements must be generally required by the United States at other civil airports receiving federal funds; and provided further, however, that the Authority requests such subordination and gives Lessee written notice in advance of the execution of such agreements, which request contains a description of any provisions which will modify the terms of this Lease and, an explanation as to why the same are reasonably required for the Authority to obtain federal funds. Notwithstanding the foregoing, in no event will Lessee now or hereafter be required, pursuant to this Paragraph 28(c), to agree to or be bound by any provision which results in or requires an increase in the rental, fees or other charges payable by Lessee under this Lease, a change in the permitted

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uses or a reduction in the size or location of the Leased Premises, the alteration in any material respect or the reduction in size or height of any building or other improvement

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erected or otherwise permitted to be erected on the Leased Premises, a material reduction in the rights and privileges granted to Lessee or any Leasehold Mortgagee under this Lease or a material increase in the obligations imposed on Lessee under this Lease. The Authority hereby assigns to the Lessee any right it may have, pursuant to the existing agreements listed on Exhibit B as well as pursuant to any amendments thereto or to any future agreements contemplated by this Paragraph 28(c), to receive compensation or other payments from the United States Government for the use of all or any portion of the Leased Premises during the term of this Lease.

(d) Amendments to Lease. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees that it will not unreasonably withhold, delay or condition its consent to (or execution of) such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Lease as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required, pursuant to this Paragraph 28(d), to agree to or be bound by any amendments, modifications, revisions, supplements or deletions which result in or require an increase in the rental, fees or other charges payable by Lessee under this Lease, a change in the permitted uses or a reduction in the size or location of the Leased Premises, the alteration in any material respect or the reduction in size or height of any building or other improvement erected or otherwise permitted to be erected on the Leased Premises, a material reduction in the rights and privileges granted to Lessee or any Leasehold Mortgagee under this Lease or a material increase in the obligations imposed on Lessee under this Lease

(e) Nondiscrimination. As long as required by applicable law, but only if and to the extent expressly so required by applicable law, Lessee for itself, its personal representatives, successors in interest and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that

(i) No person on the grounds of race, color, sex, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said Leased Premises or facilities.

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in the construction of any improvement on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination with respect to, such construction or services.

(ii) Lessee shall use the Leased Premises and facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(f) Breach of Nondiscrimination Clause. If Lessee breaches any of the above nondiscrimination covenants, and fails in good faith to take and pursue curative action within the applicable periods of time provided for in Paragraphs 15 and 17 above, after the expiration of all appeal periods set forth below, the Authority shall have the right to reenter the Leased Premises and facilities thereon, and the said Leased Premises and facilities shall thereupon revert to and vest in and become the absolute property of the Authority and its assigns, but subject to the provisions of Paragraphs 15 and 17 above. This provision shall not be effective until the procedures of Title 49, Code of the Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, nor shall this provision be effective if and for so long as Lessee is pursuing its rights against the person or entity causing the subject default (as provided in Paragraph 15 above).

29. Rules and Regulations. Lessee covenants and agrees to observe and obey all reasonable rules and regulations not conflicting with the terms, conditions, provisions and purposes of this Lease as may now exist or may be promulgated from time to time by the Authority governing the safe use of its facilities, except that the Authority agrees that any rules and regulations so promulgated and as applied to Lessee shall, not be inconsistent with this Lease or any other agreement between the parties herein. The Authority represents to Lessee that all such existing rules and regulations are listed in Exhibit F, attached hereto and incorporated herein by reference; true and complete copies of all such rules and regulations have previously been delivered by the Authority to Lessee. If any future rules or regulations are hereafter promulgated by the Authority, which rules or

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regulations are intended by the Authority to be applicable to the Leased Premises, then the Authority shall provide copies of all of the same to Lessee, for its review and consideration,

not less than ninety (90) days prior to the date on which such rules or regulations will be effective.

30 Headings. The article and paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision of this Lease.

31. Construction and Savings Clause. This Lease shall be construed in accordance with the laws of the State of Florida.

The provisions of this Lease shall be severable, and if any of the provisions hereof shall be held, by a court, of competent jurisdiction to be illegal or invalid, such determination shall not affect the validity of any of the remaining provisions of this Lease. It is hereby declared as the intent of the parties that this Lease would have been executed had such illegal or invalid provision or provisions not been included herein.

In addition, the parties hereto agree that no damages or breach shall be claimed or available to the parties as a result of such provision being severed; and, should either or both the parties hereto be held liable for damages to any third party because of the provisions of this Lease, the party against which such damages are assessed shall have the option of removing said provision, and no damages may be claimed or available to the other party by reason of such removal.

Wherever approval or consent of the Authority or Lessee is required under this Lease approval or consent such shall not be unreasonably withheld or delayed, whether or not it is so stated in the provisions of this Lease which require such consent or approval, nor shall the Authority or Lessee impose unreasonable conditions to its approval or consent.

32. Notices. Notices to the Authority provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the Executive Director, Offices of Hillsborough County Aviation Authority, Tampa International Airport, Tampa, Florida 33622, and notices to Lessee if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to 2202 N West Shore Blvd-Ste 110, Tampa, Florida 33607, Attention: Richard A. Corbett or to such other respective address as the parties may designate in writing from time to time. All



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notice shall be deemed effective on the date received (as evidenced by the return receipt) or the date delivery was refused by any party.

33. Limit of Lessee Liabilities. The Authority agrees that in enforcing the obligations of Lessee or any successor thereto under this Lease, or any lease provided for in Paragraph 17 above, the Authority will look solely to the assets of Lessee or such successor under this Lease, or any lease provided for in Paragraph 17 above, and in and to any buildings and improvements erected on the Leased Premises for the satisfaction of any liability of Lessee or such successor hereunder, or thereunder, and will not seek recourse against any successor thereto or against any of the shareholders, officers, directors, partners or other principals of Lessee or such successor, or any of their separate assets, for such satisfaction.

34. Application of Development Agreement. The Lessee acknowledges that on the effective date of this Lease the development of the Leased Premises is subject to that certain Development Agreement described in the Second Restated Lease. Accordingly, the Lessee agrees that its use and development of the Leased Premises shall be consistent with the Development Agreement so long as it remains legally in effect.

35. Environmental and Stormwater Conditions. Notwithstanding any other provisions of this Lease, and in addition to any and all other requirements of this Lease or any other covenants, representations or warranties of Lessee and Lessee's tenant, Lessee hereby expressly covenants, warrants and represents to Authority, in connection with Lessee's operations on the Leased Premises as follows.

(a) Lessee is knowledgeable of all applicable federal, state, and local environmental laws, ordinances, rules, regulations and orders, which apply to Lessee and acknowledges that such environmental laws, ordinances, rules, regulations and orders change from time-to-time, and Lessee agrees to keep informed of any such future changes.

(b) Lessee agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders which apply to Lessee and to Lessee's tenants. Lessee agrees to hold harmless and indemnify Authority for any violation by Lessee or Lessee's tenants of such applicable federal, state, and local environmental laws, ordinances, rules, regulations and orders and for any non-compliance by Lessee with any permits issued to Lessee pursuant to such environmental laws, which hold harmless and indemnity shall include but not be limited to, enforcement actions to assess, abate,

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remediate, undertake corrective measures and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Lessee, its employees, invitees, suppliers, or service providers or Authority by reason of Lessee's violation or non-compliance.

(c) Lessee agrees to cooperate with any investigation, audit or inquiry by Authority or any governmental agency, regarding possible violation of any environmental law or regulation upon the Leased Premises

(d) Lessee agrees that all remedies of Authority as provided herein with regard to Lessee's or Lessee's tenant's violation of any federal, state or local environmental laws, ordinances, rules, regulations or orders shall be deemed cumulative in nature and shall survive termination of this Lease.

(e) Lessee agrees that any notice of violation notice of non-compliance, or other enforcement action shall be provided to Authority within five (5) business days of receipt by Lessee or Lessee's agent. Any violation of federal, state, or local environmental law or ordinance shall be deemed a default under this Lease. Such default may be cured within fifteen (15) business days of receipt of notice of default from Authority, or such longer period as may be required to effect a cure provided Lessee commences a cure within said fifteen (15) business days and thereafter diligently prosecutes the cure to completion. Any such default which is not cured shall be grounds for termination of this Lease

(f) In entering the Lease, Authority expressly relies on the covenants, representations, and warranties of Lessee as stated herein.

(g) Environmental Inspection at End of Lease Term.

(i) At least thirty (30) days, but no more than ninety (90) days, before expiration of the term of the Lease, the Lessee, at its sole cost, shall provide to the Authority an environmental inspection, examination and audit performed within the aforementioned time period. If the existence of hazardous substances or hazardous waste are detected, Lessee shall immediately take such action as is necessary to remediate the same, at its own expense, and in accordance with applicable federal, state, and local law; provided the Lessee shall have no obligation to remediate any such hazardous substances or hazardous waste which have migrated on to the Leased Premises from other lands or which existed on the Leased Premises prior to the commencement of the term of the Lease.

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(d) If the Authority is unable to lease the Leased Premises during the period of cleanup of hazardous substances or hazardous wastes, the Lessee is

obligated to remediate as set forth above in this paragraph, due to the environmental condition of the Leased Premises resulting from the presence of such substances or wastes, in addition to any other damages, Lessee shall be responsible for payment of lost rent to the Authority.

(iv) The firm conducting the site inspection or the site cleanup work shall be subject to the reasonable approval of the Authority, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and shall be acceptable to the Authority

(h) Stormwater. Notwithstanding any other provisions or terms of this Lease, Lessee acknowledges that the Lease Premises are subject to stormwater rules and regulations. Lessee agrees to observe and abide by such stormwater rules and regulations as may be applicable to Leased Premises and uses thereof

(i) Generators of Solid and Hazardous Waste.

(i) If Lessee or Lessee's tenants are deemed to be a generator of hazardous waste, as defined by federal, state or local law, Lessee or Lessee's tenants shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, state and local laws, and any rules and regulations promulgated thereunder, including but not limited to, insuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

(ii) Lessee agrees to provide Authority, upon request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans and material safety data sheets, within ten (10) business days of any such requests by Authority.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to cause this Sixth Amendment to Second Restated and Amended Lease to be duly and properly executed, as of the date first above written.

HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida

By: [Signature]  
Its: Chairman  
"Authority"

ATTEST:  
[Signature] (Affix corporate seal)  
Secretary

[Signature]  
Witnesses as to Hillsborough County Aviation Authority

LEGAL FORM APPROVED  
[Signature]  
Attorney for Authority

CONCORDE COMPANIES (formerly known as Sunhil Investors and then as International Plaza), A Florida General Partnership

By: CSAT, INC., a Delaware corporation, General Partner  
[Signature]  
By: Richard A. Corbett, Its President

[Signature]  
Print Name: JENNIFER KENT  
[Signature]  
Print Name: STEPHEN FEIG  
Witnesses as to Concorde Companies

and

By: HALL OF FAME ASSOCIATES, a Florida Limited Partnership, General Partner

[Signature]  
By: Richard A. Corbett, Its General Partner

[Signature]  
Print Name: JENNIFER KENT  
[Signature]  
Print Name: STEPHEN FEIG  
Witnesses as to Hall of Fame Associates

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OR BK 10942 PG 0735

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14 day of June, 2001, by W. Crosby Feld in the capacity of Chairman, and by Alfred S. Austin in the capacity of Secretary of HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, who are either () personally known to me, or ( ) who produced \_\_\_\_\_ as identification and who executed the foregoing on behalf of said corporation, and severally acknowledge the execution thereof to be their free act and deed and such officers thereunto duly authorized and that the official seal of the corporation is duly affixed and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tampa, Florida, the day and year first above written.

Elcica A. Kuhl

Notary Public State of Florida  
My Commission Expires:



ELICIA A. KUHL  
My Comm Exp 8/22/2001  
Bonded By Service Ins  
No CC02284  
() Personally Known ( ) Other ID

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21 day of May, 2001, by Richard A. Corbett, in the capacity of President of CSAT, Inc., a Delaware corporation, and as General Partner of Hall of Fame Associates, a Florida limited partnership, General Partners of Concorde Companies, a Florida General Partnership (previously known as Sunhil Investors and then as International Plaza), who is either () personally known to me, or ( ) who produced \_\_\_\_\_ as identification and who executed the foregoing on behalf of said entities, and acknowledged the execution thereof to be his free act and deed.

WITNESS my hand and official seal at Tampa, Florida, the day and year first above written.

Melanie L. Craig

Notary Public State of Florida  
My Commission Expires:



Melanie L. Craig  
My Commission GC217270  
Expires March 30, 2002

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~~TABLE OF EXHIBITS~~ CERTIFIED COPY

EXHIBIT A	Leased Premises
EXHIBIT B	Intentionally Deleted
EXHIBIT C	Standard Building Requirements Relating to Non-Lessor Construction
EXHIBIT D	Intentionally Deleted
EXHIBIT E	Required Agreements for Operation and Maintenance of Airport
EXHIBIT F	Existing Rules and Regulations

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LEGAL DESCRIPTION  
PARCEL E

A PORTION OF THE NORTHEAST ONE-QUARTER (ONE 1/4) OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING WITHIN THE PLAY OF WEST SHORE ESTATES AS DESCRIBED IN PLAT BOOK 17, PAGE 43, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 29 SOUTH, RANGE 18 EAST; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SECTION 16, S 00° 20' 48" W, FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE FORMER SOUTH RIGHT-OF-WAY LINE OF VACATED COLUMBUS DRIVE; THENCE ALONG THE FORMER SOUTH RIGHT-OF-WAY LINE OF VACATED COLUMBUS DRIVE S 89° 28' 10" E, FOR 1882.37 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF COLUMBUS DRIVE THE FOLLOWING TWO COURSES: THENCE S 00° 31' 20" W, FOR 6.06 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 538.58 FEET, A CENTRAL ANGLE OF 21° 27' 53", AN ARC LENGTH OF 201.02 FEET AND A CHORD BEARING S 78° 44' 13" E, FOR 169.85 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BOY SCOUT BOULEVARD, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2008.86 FEET, CENTRAL ANGLE OF 28° 40' 03", AN ARC LENGTH OF 802.38 FEET, AND A CHORD BEARING S 92° 21' 27" W, FOR 882.87 FEET; THENCE S 35° 31' 28" W, FOR 1486.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1808.86 FEET, A CENTRAL ANGLE OF 51° 42' 45", AN ARC LENGTH OF 1833.80 FEET AND A CHORD BEARING S 85° 22' 48" W, FOR 1576.81 FEET; THENCE N 88° 45' 48" W, A DISTANCE OF 287.74 FEET TO THE POINT OF BEGINNING; THENCE CONTRA S N 88° 45' 48" W, FOR 329.94 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WESTSHORE BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES: THENCE N 01° 14' 21" E, FOR 50.00 FEET; THENCE N 88° 45' 48" W, FOR 29.34 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST; THENCE ALONG THE FORMER EAST RIGHT-OF-WAY LINE OF VACATED WESTSHORE BOULEVARD THE FOLLOWING 2 COURSES: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 22,878.32 FEET, A CENTRAL ANGLE OF 00° 18' 41", AN ARC LENGTH OF 111.03 FEET AND A CHORD BEARING N 01° 38' 00" E, FOR 111.03 FEET; THENCE N 01° 48' 20" E, FOR 219.28 FEET; THENCE S 88° 15' 40" E, A DISTANCE OF 14.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST; A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N 88° 15' 40" W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 28° 48' 15" AND A RADIUS OF 448.00 FEET FOR AN ARC DISTANCE OF 224.35 FEET TO A POINT ON THE ARC OF NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S 38° 22' 02" W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28° 18' 41" AND A RADIUS OF 630.00 FEET FOR AN ARC DISTANCE OF 311.48 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 01° 48' 20" W, A DISTANCE OF 488.58 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 4.28 ACRES MORE OR LESS.

THE CONCORDE COMPANIES

INTERNATIONAL PLAZA PARCEL "E" BOUNDARY EXHIBIT

SCALE	DATE	DRAWN	CALCULATED	RECORDED
N/A	4-28-01	W.G.B.	W.G.B.	M.H.F.
JOB No.	SECTION	TOWNSHIP	RANGE	
S442-001-000	17	29 SOUTH	18 EAST	

**King**

ENGINEERING ASSOCIATES, P.C.  
400 1st Street, Suite 201  
Tampa, Florida 33602  
Phone: 813-455-1881  
Fax: 813-455-1882  
E-Mail: King@kingeng.com

*Mark H. Foster*

MARK H. FOSTER  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA # 5535  
CERTIFICATE OF AUTHORIZATION No. LB 250

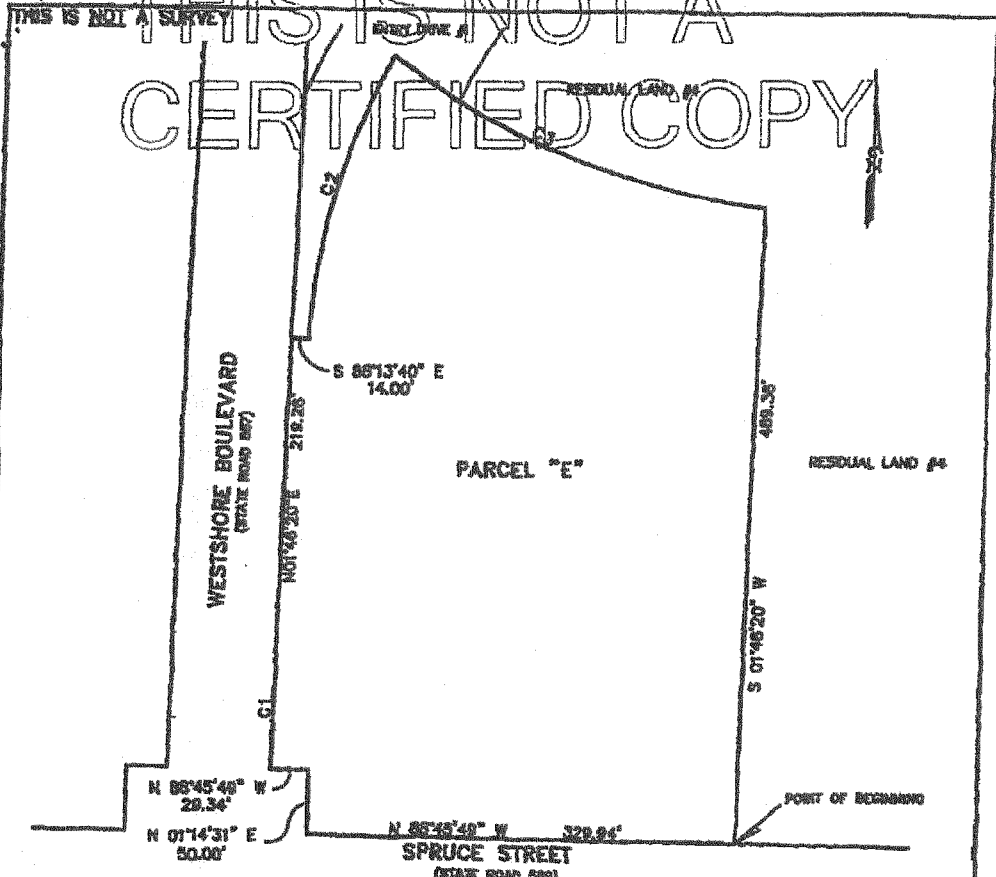
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May 10, 2001 - 11:01am

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CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA
C1	111.03	22678.32	111.03	N01°38'00"E	07°18'41"
C2	224.35	448.00	221.95	N16°10'58"E	28°28'18"
C3	311.48	630.00	308.32	S88°47'48"E	28°18'41"

THE CONCORDE COMPANIES

INTERNATIONAL PLAZA PARCEL "E" BOUNDARY EXHIBIT

SCALE	DATE	ORIGIN	CHORD	CHORD	CHORD
1"=100'	4-28-01	W.G.B.	W.G.B.	W.G.B.	M.H.F.
5442-001-000		17	29 SOUTH	18 EAST	

**King**  
ENGINEERING ASSOCIATES, INC.  
1000 W. UNIVERSITY AVENUE, SUITE 100  
TALLAHASSEE, FLORIDA 32310  
TEL: 904.209.1000  
FAX: 904.209.1001  
WWW.KINGENGINEERING.COM

C:\SURVEY\2192\2001\Boundary\par-e-exh-8x11.dwg

May 14, 2001 - 10:45am

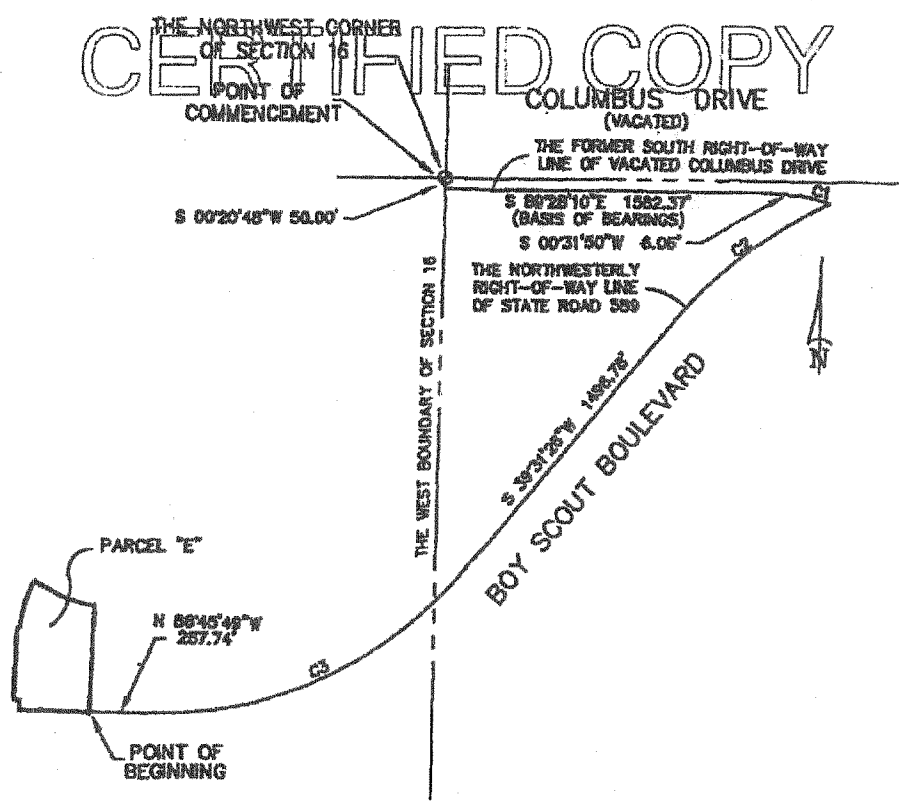
Sheet 1 of 3

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CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	21°27'53"	838.58	201.02	188.85	S 78°44'15"E
C2	25°40'03"	2009.86	800.38	692.87	S 82°21'27"W
C3	81°42'45"	1808.80	1833.80	1578.81	S 85°22'48"W

THE CONCORDE COMPANIES

INTERNATIONAL PLAZA PARCEL "E" BOUNDARY EXHIBIT

W:\SURVEY\5192\3001\001\Boundary PAR-E-EXH-SHT2.dwg

SCALE	DATE	DRAWN	CHECKED	CHECKED
1"=800'	4-28-01	W.G.R.	M.H.F.	M.H.F.
JOB NO.	SECTION	SUBSECTION	RANGE	
5442-001-000	17	2ND SOUTH	18 EAST	

**King**  
ENGINEERING ASSOCIATES, INC.  
4001 WASHINGTON AVENUE  
COLUMBIA, MISSOURI 65201-2100  
PHONE: 636-326-0000  
FAX: 636-326-0000  
E-MAIL: king@kingassoc.com

May 14, 2001 - 10:50am

Sheet 2 of 3

OR ER 10942 PG 0739

35-51 ②

FIRST AMENDMENT TO

LEASE  
(PARCEL "E")

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
as LESSOR,

AND

CONCORDE COMPANIES,  
as LESSEE

~~Prepared by and return to:~~

Carole T. Kirkwood  
Mechanik Nuccio Hearne & Wester, P.A.  
305 S. Boulevard  
Tampa, Florida 33606

INSTRUMENT#: 2007188258, O BK 17689  
PG 1891-1894 04/20/2007 at 05:27:15 PM,  
DEPUTY CLERK: BKING Pat Frank, Clerk of  
the Circuit Court Hillsborough County

Record & Return to:  
LandAmerica - Cecile Emminger  
8928 Brittany Way  
Tampa, FL 33619  
File # TLF07-000073



**FIRST AMENDMENT TO LEASE**

This First Amendment to Lease is made and entered into as of this 5<sup>th</sup> day of April, 2007, by and between Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida ("Authority") and Concorde Companies, a Florida general partnership ("Lessee");

**WITNESSETH THAT:**

**WHEREAS**, on June 14, 2001, Authority and Lessee entered into a Lease Agreement Parcel E (the "Parcel E Lease"); and

**WHEREAS**, a Memorandum of the Parcel E Lease is recorded in Official Records Book 10942, page 686, of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Lessee desires to amend the Parcel E Lease to add additional uses to Paragraph 2(a) thereof, which uses are as follows: retail (sales of goods and merchandise and the provision of services) or shopping; shopping center (whether regional retail or otherwise); and other general business or commercial activities;

**WHEREAS**, Paragraph 2(b)(ii) of the Parcel E Lease provides that any use or development not otherwise referred to in Paragraph 2 shall be subject to the approval of the Authority;

**NOW THEREFORE**, in consideration of the premises, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and its sufficiency of which are hereby acknowledged, the parties hereby amend the Parcel E Lease as follows:

1. Paragraph 2(a) of the Parcel E Lease is amended to delete Paragraph 2(a)(iv) and substitute therefor the following:

(iv) Retail (sales of goods and merchandise and the provision of services) or shopping; shopping center (whether regional retail or otherwise); and other general business or commercial activities; and

2. All provisions of the Parcel E Lease, other than those set forth above shall remain unchanged and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to cause this First Amendment to Lease to be duly and properly executed, as of the date first above written.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: [Signature]  
STEPHEN J. MITCHELL Chairman

ATTEST:  
[Signature]  
ALFRED C. AUSTIN, Secretary

Signed, sealed, and delivered in the presence of:

[Signature]  
Witness

JANET M. WOOD

Print Name  
[Signature]  
Witness  
CATHY DAVIS

Print Name

LEGAL FORM APPROVED  
By: [Signature]

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2007, by STEPHEN J. MITCHELL in the capacity of Chairman, and by ALFRED C. AUSTIN in the capacity of Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

[Signature]  
Signature of Notary



JANET M. WOOD  
MY COMMISSION # DD 375283  
EXPIRES: March 28, 2009  
Bonded thru Budget Notary Services

Print, Type or Stamp Commissioned Name of Notary

Signed, sealed and delivered in the presence of:

Melanie L. Craig  
Witness

MELANIE L. CRAIG  
Print Name

Concorde Companies, a Florida general partnership

By: CSAT, INC., a Delaware corporation, as general partner

By: [Signature]  
Richard A. Corbett  
As its: President

and

By: Hall of Fame Associates, a Florida limited partnership, as general partner

By: [Signature]  
Richard A. Corbett  
As its: General Partner

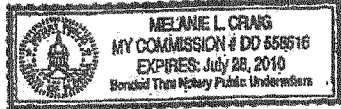
Jennifer Kent  
Witness

JENNIFER KENT  
Print Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before this 30 day of MARCH, 2007 by Richard A. Corbett in the capacity of President of CSAT, INC., a Delaware corporation as general partner of Concorde Companies, a Florida general partnership and by Richard A. Corbett in the capacity of General Partner of Hall of Fame Associates, a Florida limited partnership as general partner of Concorde Companies, a Florida general partnership, on its behalf. He is personally known to me and he did/did not take an oath.

Melanie L. Craig  
Signature of Notary



Print, Type or Stamp Commissioned Name of Notary

35.51

**FIRST AMENDMENT TO**

**LEASE  
(PARCEL "E")**

**BETWEEN**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY  
as LESSOR,**

**AND**

**CONCORDE COMPANIES,  
as LESSEE**

Prepared by and return to:

Carole T. Kirkwood  
Mechanik Nuccio Hearne & Wester, P.A.  
305 S. Boulevard  
Tampa, Florida 33606

Record & Return to:  
LandAmerica - Cecile Emminger  
8928 Brittany Way  
Tampa, FL 33619  
File # TLF07-000073

INSTRUMENT#: 2007188256, O BK 17688  
PG 1891-1894 04/20/2007 at 05:27:15 PM,  
DEPUTY CLERK: BKING Pat Frank, Clerk of  
the Circuit Court Hillsborough County

**FIRST AMENDMENT TO LEASE**

This First Amendment to Lease is made and entered into as of this 5<sup>th</sup> day of April, 2007, by and between Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida ("Authority") and Concorde Companies, a Florida general partnership ("Lessee");

**WITNESSETH THAT:**

**WHEREAS**, on June 14, 2001, Authority and Lessee entered into a Lease Agreement Parcel E (the "Parcel E Lease"); and

**WHEREAS**, a Memorandum of the Parcel E Lease is recorded in Official Records Book 10942, page 686, of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, the Lessee desires to amend the Parcel E Lease to add additional uses to Paragraph 2(a) thereof, which uses are as follows: retail (sales of goods and merchandise and the provision of services) or shopping; shopping center (whether regional retail or otherwise); and other general business or commercial activities;

**WHEREAS**, Paragraph 2(b)(ii) of the Parcel E Lease provides that any use or development not otherwise referred to in Paragraph 2 shall be subject to the approval of the Authority;

**NOW THEREFORE**, in consideration of the premises, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and its sufficiency of which are hereby acknowledged, the parties hereby amend the Parcel E Lease as follows:

1. Paragraph 2(a) of the Parcel E Lease is amended to delete Paragraph 2(a)(iv) and substitute therefor the following:

(iv) Retail (sales of goods and merchandise and the provision of services) or shopping; shopping center (whether regional retail or otherwise); and other general business or commercial activities; and

2. All provisions of the Parcel E Lease, other than those set forth above shall remain unchanged and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to cause this First Amendment to Lease to be duly and properly executed, as of the date first above written.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: [Signature]  
STEPHEN J MITCHELL Chairman

ATTEST:  
[Signature]  
ALFRED J. AUSTIN, Secretary

Signed, sealed, and delivered in the presence of:

[Signature]  
Witness  
JANET M. WOOD

Print Name  
[Signature]  
Witness  
CATHY DAVIS

Print Name

LEGAL FORM APPROVED

By: [Signature]

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2007, by STEPHEN J. MITCHELL in the capacity of Chairman, and by ALFRED J. AUSTIN in the capacity of Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

[Signature]  
Signature of Notary



JANET M. WOOD  
MY COMMISSION # DD 375238  
EXPIRES: March 28, 2009  
Bonded Thru Budget Notary Services

Print, Type or Stamp Commissioned Name of Notary



Signed, sealed and delivered in the presence of:

Melanie L. Craig  
Witness

MELANIE L. CRAIG  
Print Name

Concorde Companies, a Florida general partnership

By: CSAT, INC., a Delaware corporation, as general partner

By: [Signature]  
Richard A. Corbett  
As its: President

and

By: Hall of Fame Associates, a Florida limited partnership, as general partner

Jennifer Kent  
Witness

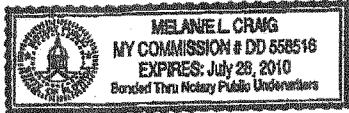
JENNIFER KENT  
Print Name

By: [Signature]  
Richard A. Corbett  
As its: General Partner

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before this 30 day of MARCH, 2007 by Richard A. Corbett in the capacity of President of CSAT, INC., a Delaware corporation as general partner of Concorde Companies, a Florida general partnership and by Richard A. Corbett in the capacity of General Partner of Hall of Fame Associates, a Florida limited partnership as general partner of Concorde Companies, a Florida general partnership, on its behalf. He is personally known to me and he did/did not take an oath.

Melanie L. Craig  
Signature of Notary



Print, Type or Stamp Commissioned Name of Notary

**SECOND AMENDMENT TO LEASE (PARCEL E)**

**BETWEEN**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY, as Lessor**

**AND**

**TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP, as Lessee**

**November 3, 2011**

**SECOND AMENDMENT TO LEASE (PARCEL E)**

THIS SECOND AMENDMENT TO LEASE (PARCEL E) is made and entered into as of this 3<sup>rd</sup> day of November, 2011 by and between **HILLSBOROUGH COUNTY AVIATION AUTHORITY**, a public body corporate existing under the laws of the State of Florida ("Authority") and **TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP** ("Lessee").

**W I T N E S S E T H T H A T:**

WHEREAS, on June 14, 2001, Authority and Concorde Companies entered into a Lease, covering real property described on Exhibit A attached hereto, recorded in Official Records Book 10942, at Page 0686 of the Public Records of Hillsborough County, Florida and as amended by a First Amendment to Lease dated April 5, 2007 recorded in Official Records Book 17689, at Page 1891 of the Public Records of Hillsborough County, Florida (collectively, the "Lease").

WHEREAS, the Lessee's interest under the Lease was assigned by Concorde Companies to IP Land Associates LLC on April 20, 2007, such assignment having been recorded in Official Records Book 17689, Page 1931 of the Public Records of Hillsborough County, Florida and subsequently re-recorded in Official Records Book 17692, Page 1077 of the Public Records of Hillsborough County, Florida, and was further assigned by IP Land Associates LLC to Lessee on January 8, 2008, such assignment having been recorded in Official Records Book 18386, Page 16 of the Public Records of Hillsborough County, Florida.

WHEREAS, the Authority and Lessee desire to further amend the Lease.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto amend the Lease as follows:

Section 17(c)(vi) of the Lease is hereby deleted and the following is inserted in substitution therefore (with normal text indicating existing Lease language and double underlined text indicating new Lease language to be added):

"In the case of the termination of this Lease or the reentry of the Leased Premises by the Authority by reason of the failure of Lessee and any Leasehold Mortgagee to cure any default within the applicable grace period as set forth in Paragraph 15 and this Paragraph 17 or by reason of the rejection of this Lease by Lessee (or any party by, through or under Lessee) pursuant to the United States Bankruptcy Code or any successor or similar state or federal law, the Authority shall give prompt notice thereof to each Leasehold Mortgagee who shall become entitled to notice as provided above, and shall specify in such notice the amount of Land Rent, or Development Rent and other sums and charges due to the Authority as of the date of termination or reentry. The Authority shall on written request of such Leasehold Mortgagee made at any time within forty (40) days after the giving of

such notice by the Authority, enter into a new lease of the Leased Premises with such Leasehold Mortgagee, or its nominee, agent or assignee, within twenty (20) days after such request, which new lease shall have the same priority as this Lease and shall be effective as of the date of such termination of this Lease or reentry for the remainder of the term of this Lease, at the same Land Rent and Development Rent and other sums and charges and upon the same terms, covenants, conditions and agreements as are herein contained, but only provided that such Leasehold Mortgagee shall (1) contemporaneously with the delivery of such request pay to the Authority all the installments of Land Rent or Development Rent and all other sums and charges due hereunder as specified in the aforesaid notice from the Authority; (2) pay to the Authority at the time of the execution and delivery of said new lease any and all sums for Land Rent or Development Rent and other sums and charges which would have been due hereunder from the date of termination of this Lease (had this Lease not been terminated) to and including the date of the execution and delivery of said new lease, less (in the case of all amounts contemplated under clauses (1) and (2) above) the excess, if any, of all sums received by the Authority from any, space tenants or other persons or entities in occupancy of any part or parts of the Leased Premises or any buildings erected thereon up to the date of commencement of such new lease over expenses incurred by the Authority in operating the Leased Premises; and (3) on or prior to the execution and delivery of said new lease, agree in writing that promptly following the delivery of such new lease, such Leasehold Mortgagee or its designee will perform or cause to be performed all of the other covenants and agreements herein contained on Lessee's part to be performed to the extent that Lessee shall have failed to perform the same to the date of delivery of such new lease, except such covenants and agreements which cannot with the exercise of due diligence be performed by such Leasehold Mortgagee or its designee. Nothing herein contained shall be deemed to impose any obligation on the part of the Authority to deliver physical possession of the Leased Premises to such Leasehold Mortgagee unless the Authority at the time of the execution and delivery of such new lease shall have obtained physical possession thereof. Simultaneously with the execution and delivery of such new lease, the Authority shall execute, acknowledge and deliver to the lessee under such new lease a quit-claim deed to the buildings and improvements erected on the Leased Premises and a quit-claim bill of sale to all personal property located on or used in connection with the Leased Premises and/or the buildings and improvements erected thereon. In the event that there shall at any time be more than one Leasehold Mortgagee entitled to exercise any of the rights provided for herein, the Leasehold Mortgagee holding the Leasehold Mortgage most junior in lien which shall have fully paid and discharged all such Leasehold Mortgages which were prior to it shall have priority over the other Leasehold Mortgagees with regard to such rights; and"

This Amendment is being entered into in connection with the requirements of the Leasehold Mortgagee and pursuant to the terms of Section 17(c)(ix) of the Lease, which provides, in part, that the Authority will not unreasonably withhold, delay or condition its

consent to any lease amendments required by a Leasehold Mortgagee (it being understood that the rights granted to Leasehold Mortgagee hereunder do not materially increase the rights and privileges granted to Lessee or any Leasehold Mortgagee under the Lease or constitute a material reduction in the obligations imposed on Lessee under the Lease).

All provisions of the Lease, other than those set forth, above shall remain unchanged and are hereby ratified.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to cause this Second Amendment to Lease to be duly and properly executed, as of the date first above written.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

[Signature]  
Joseph F. Diaco, M.D.  
Secretary  
Address: P.O. Box 22287  
Tampa, FL 33622

BY: [Signature]  
Steven G. Burton  
Chairman  
Address: P.O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Witness

LEGAL FORM APPROVED:

Louderes M. Swope  
Print Name

BY: [Signature]  
David/Scott Knight, Assistant General Counsel

[Signature]  
Witness

JANET M. WOOD  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November 2011, by Steven G. Burton in the capacity of Chairman, and by Joseph F. Diaco, M.D. in the capacity of Secretary, of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. He is personally known to me and he did not take an oath.

(Stamp or seal of Notary)

[Signature]  
Signature of Notary

Type or print name of Notary JANET M. WOOD  
NOTARY PUBLIC  
STATE OF FLORIDA  
MY COMMISSION # DD 848850  
EXPIRES: March 28, 2013  
Bonded Thru Budget Notary Services

Date of Commission Expiration (if not on stamp or seal)

**TAMPA WESTSHORE ASSOCIATES  
LIMITED PARTNERSHIP**, a Delaware limited  
partnership authorized to do business in the State of  
Florida

By: International Plaza Holding Company, LLC,  
a Delaware limited liability company,  
General Partner

By: The Taubman Realty Group Limited  
Partnership, a Delaware Limited Partnership,  
sole member

Karen Pacion  
Witness  
Print Name: KAREN PACION

By: Steven Edde  
Print Name: STEVEN EDEE  
Its: Authorized Signatory

Cheryl Bashkin  
Witness  
Print Name: Cheryl Bashkin

Executed on October 26, 2011

STATE OF MICHIGAN  
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2011, by STEVEN EDEE, Authorized Signatory for THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP, a Delaware limited partnership, sole member of INTERNATIONAL PLAZA HOLDING COMPANY, LLC, a Delaware limited liability company, General Partner of Tampa Westshore Associates Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership. He is personally known to me and he did not take an oath.

(Stamp or seal of Notary)

Katherine A. Beale  
Signature of Notary

Katherine A. Beale  
Type or print name of Notary

October 13, 2012  
Date of Commission Expiration (if not on stamp or seal)

Prepared by and when  
recorded return to:

Chris B. Heaphy, Esq.  
The Taubman Company LLC  
200 East Long Lake Road  
Bloomfield Hills, MI 48304

**GROUND LEASE ASSIGNMENT**

State of Florida )  
County of Hillsborough )

This Ground Lease Assignment (this "Assignment") is made as of the 8<sup>th</sup> day of January, 2008, by and between IP LAND ASSOCIATES LLC, a Delaware limited liability company ("Assignor") and TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignee").

**WITNESSETH**

WHEREAS, Assignor is the tenant under that certain Office Center Lease with the Hillsborough County Aviation Authority, as landlord, dated as of June 14, 2001, as amended by First Amendment to Lease (Parcel "E") dated April 5, 2007 (collectively, the "Ground Lease") covering that certain tract of land described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), a memorandum of which Office Center Lease is recorded in Official Record Book 10942, page 686, and is amended by First Amendment to Lease recorded in Official Record Book 17689, page 1891, both of the public records of Hillsborough County, Florida; and

WHEREAS, Assignee owns one hundred percent (100%) of the membership interest in Assignor and thus Assignor is a wholly-owned subsidiary of Assignee.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Ground Lease and the Land.

NOW THEREFORE, for Ten Dollars (\$10.00) in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby bargain, sell, transfer and assign to Assignee, and Assignee does hereby assume all of Assignor's right, title, interest, benefits, privileges and obligations under the Ground Lease in and to the Land, arising from and after the date of this Assignment, and all appurtenances thereto and all improvements located thereon.



Assignor hereby warrants and represents to Assignee that:

(a) Assignor has the full legal right and authority to bargain, sell, transfer and assign the Ground Lease to Assignee;

(b) The Ground Lease has not been altered, modified or amended in any manner, except as stated above; and as of the date hereof the Ground Lease is in full force and effect;

(c) Assignor is not in default of any of the terms, covenants or conditions of the Ground Lease;

(d) There exists no circumstances or conditions which, either now or by the passage of time, would constitute a default under the Ground Lease or which would entitle the landlord under the Ground Lease to terminate the Ground Lease for a breach of Assignor's obligations thereunder; and

Assignor agrees to defend, indemnify and hold Assignee harmless from any loss, costs or damages, including, without limitation, reasonable attorneys fees, arising out of or in any way relating to the Ground Lease prior to the effective date of this Assignment.

The terms and provisions of this Assignment shall extend to and bind the parties hereto, their assigns and successors in interest.

This Assignment may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**





## EXHIBIT A

### PARCEL E

A portion of the Northeast 1/4 of SECTION 17, TOWNSHIP 29 SOUTH, RANGE 18 EAST, Hillsborough County, Florida, lying within the Plat of WEST SHORE ESTATES as described and recorded in Plat Book 17, Page 43 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 16, Township 29 South, Range 18 East; thence along the Westerly boundary of said Section 16, South  $00^{\circ}20'48''$  West, for 50.00 feet to a point of intersection with the former South right-of-way line of vacated Columbus Drive; thence along the former South right-of-way line of vacated Columbus Drive South  $89^{\circ}28'10''$  East 1582.37 feet; thence along the South right-of-way line of Columbus Drive the following 2 courses; thence South  $00^{\circ}31'50''$  West, for 6.06 feet to a point on a curve concave to the Southwest; thence Easterly along the arc of said curve, having a radius of 536.59 feet, a central angle of  $21^{\circ}27'53''$ , an arc length of 201.02 feet and a chord bearing South  $78^{\circ}44'13''$  East for 199.85 feet to a point of intersection with the Northwesterly right-of-way line of Boy Scout Boulevard, said point being on a curve concave to the Southeast; thence along said right-of-way line the following 5 courses; thence Southwesterly along the arc of said curve having a radius of 2009.86 feet, central angle of  $25^{\circ}40'03''$ , an arc length of 900.38 feet, and a chord bearing South  $52^{\circ}21'27''$  West, for 892.87 feet; thence South  $39^{\circ}31'26''$  West, for 1496.78 feet to the point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 1809.86 feet, a central angle of  $51^{\circ}42'45''$ , an arc length of 1633.50 feet and a chord bearing South  $65^{\circ}22'49''$  West, for 1578.61 feet; thence North  $88^{\circ}45'49''$  West, a distance of 287.74 feet to the Point of Beginning; thence continue North  $88^{\circ}45'49''$  West, for 329.94 feet to a point on the East right-of-way line of Westshore Boulevard; thence along said right-of-way line of the following 2 courses; thence North  $01^{\circ}14'31''$  East for 50.00 feet; thence North  $88^{\circ}45'49''$  West, for 29.34 feet to a point on a curve concave to the East; thence along the former East right-of-way line of vacated Westshore Boulevard the following 2 courses: thence Northerly along the arc of said curve having a radius of 22,878.32 feet, a central angle of  $00^{\circ}16'41''$ , an arc length of 111.03 feet and a chord bearing North  $01^{\circ}38'00''$  East, for 111.03 feet; thence North  $01^{\circ}46'20''$  East, for 219.26 feet; thence South  $88^{\circ}13'40''$  East, a distance of 14.00 feet to a point on the arc of a non-tangent curve concave to the Southeast a radial line of said curve through said point having a bearing of North  $88^{\circ}13'40''$  West; thence Northeasterly along the arc of said curve to the right, having a central angle of  $28^{\circ}49'15''$  and a radius of 446.00 feet for an arc distance of 224.35 feet to a point on the arc of non-tangent curve concave to the Northeast, a radial of 630.00 feet for an arc distance of 311.48 feet to a point on a non-tangent line; thence South  $01^{\circ}46'20''$  West, a distance of 489.36 feet to the Point of Beginning.

Record & Return to:  
LandAmerica - Cecile Emminger  
8926 Brittany Way  
Tampa, FL 33619  
File # 07-000073

Prepared by and return to:  
Vincent L. Nuccio Jr., Esq.  
Mechanik Nuccio Heame & Wester, P.A.  
305 S. Boulevard  
Tampa, Florida 33606

~~INSTRUMENT# 2007188258, O BK 17089  
PG 1831-1836 04/20/2007 at 05:27:18 PM, DDC  
TAX RD(F.S. 201.02) \$25000.00 DEPUTY  
CLERK BKING Pat Frank, Clerk of the Circuit  
Court Hillsborough County~~

**GROUND LEASE ASSIGNMENT**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

This Ground Lease Assignment (this "Assignment") is made as of the 20<sup>th</sup> day of \_\_\_\_\_, 2007, by and between, CONCORDE COMPANIES, a Florida general partnership ("Assignor") and IP LAND ASSOCIATES LLC, a Delaware limited liability company ("Assignee").

**WITNESSETH**

WHEREAS, Assignor is the tenant under that certain Office Center Lease with the Hillsborough County Aviation Authority, as landlord, dated as of June 14, 2001, as amended by First Amendment to Lease (Parcel "E") dated April \_\_\_\_\_, 2007 (collectively, the "Ground Lease") covering that certain tract of land described on Exhibit "A" attached hereto and incorporated herein by reference (the "Land"), a memorandum of which Office Center Lease is recorded in Official Record Book 10942, page 686, and is amended by First Amendment to Lease recorded in Official Record Book 17489, page 171, both of the public records of Hillsborough County, Florida; and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Ground Lease and the Land.

NOW THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby bargain, sell, transfer and assign to Assignee, and Assignee does hereby assume all of Assignor's right, title, interest, benefits, privileges and obligations under the Ground Lease in and to the Land, arising from and after the date of this Assignment, and all appurtenances thereto and all improvements located thereon.

Assignor hereby warrants and represents to Assignee that:

- (a) Assignor has the full legal right and authority to bargain, sell, transfer and assign the Ground Lease to Assignee;
- (b) The Ground Lease has not been altered, modified or amended in any manner, except as stated above; and as of the date hereof the Ground Lease is in full force and effect;

*This document is being re-recorded to include the recording information of the First Amendment to Lease.*

INSTRUMENT# 2007188252, O BK 17082  
PG 1877-1882 04/22/2007 at 11:37:59 AM.  
DEPUTY CLERK: SSKAWDERS Pat Frank, Clerk  
of the Circuit Court Hillsborough County

(c) Assignor is not in default of any of the terms, covenants or conditions of the Ground Lease;

(d) To the best of Assignor's knowledge, there exists no circumstances or conditions which, either now or by the passage of time, would constitute a default under the Ground Lease or which would entitle the landlord under the Ground Lease to terminate the Ground Lease for a breach of Assignor's obligations thereunder; and

(e) Assignor will defend, indemnify and hold Assignee harmless from any losses, costs, or expenses, including without limitation, reasonable attorneys fees, arising out of a breach of any warranty made by Assignor herein.

The phrase "to the best of Assignor's knowledge" or other references to Assignor's knowledge shall mean only the actual, conscious knowledge, information and belief of Richard A. Corbett, after due inquiry on the part of Mr. Corbett.

Assignee agrees to defend, indemnify and hold Assignor harmless from any loss, costs or damages, including, without limitation, reasonable attorneys fees, arising out of or in any way relating to the Ground Lease on or subsequent to the effective date of this Assignment.

Assignor agrees to defend, indemnify and hold Assignee harmless from any loss, costs or damages, including, without limitation, reasonable attorneys fees, arising out of or in any way relating to the Ground Lease prior to the effective date of this Assignment.

The terms and provisions of this Assignment shall extend to and bind the parties hereto, their assigns and successors in interest.

This Assignment may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly and properly executed and sealed as of the date first written above.

Signed, sealed and delivered in the presence of:

Jennifer Kent  
Printed Name: JENNIFER KENT

Melanie L. Craig  
Printed Name: MELANIE L. CRAIG

ASSIGNOR:

CONCORDE COMPANIES, a Florida general partnership

By: CSAT, Inc., a Delaware corporation, general partner

By: [Signature]  
Print Name: RICHARD A. CORRETT  
Title: PRESIDENT

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

Jennifer Kent  
Printed Name: JENNIFER KENT

Melanie L. Craig  
Printed Name: MELANIE L. CRAIG

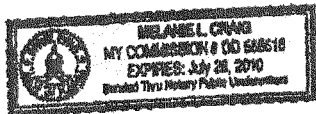
And

By: Hall of Fame Associates, Ltd., a Florida limited partnership, general partner

By: [Signature]  
Print Name: RICHARD A. CORRETT  
Title: GP

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH


The foregoing instrument was acknowledged before me this 19 day of APRIL, 2007 by RICHARD A. CORRETT as PRESIDENT of CSAT, Inc., a Delaware corporation, as general partner of CONCORDE COMPANIES, a Florida general partnership, on behalf of the partnership. He/She is () personally known to me or ( ) has produced a driver's license as identification.



Melanie L. Craig  
Print Name: \_\_\_\_\_  
Notary Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[NOTARIAL SEAL]

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19 day of April, 2007 by RICHARD A. COLETT as GP of Hall of Fame Associates, Ltd., a Florida general partnership, as general partner of CONCORDE COMPANIES, a Florida general partnership, on behalf of the partnership. He/She is  personally known to me or  has produced a driver's license as identification.

  
Print Name: \_\_\_\_\_  
Notary Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[NOTARIAL SEAL]





Signed, sealed and delivered  
in the presence of:

Karen Morency  
Printed Name: Karen Morency

Alesia L. Drees  
Printed Name: Alesia L. Drees

STATE OF Michigan  
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 18th day of April  
2007 by Chris Heaphy as Authorized Signatory of IP LAND  
ASSOCIATES LLC, a Delaware limited liability company, on behalf of the company. He/She is  
( ) personally known to me or ( ) has produced a driver's license as identification.

ASSIGNEE:

IP LAND ASSOCIATES LLC, a Delaware  
limited liability company

By: Chris Heaphy

Print: Chris Heaphy  
Its: Authorized Signatory

Karen A. Morency

Print Name: \_\_\_\_\_

Notary Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

**KAREN A. MORENCY**  
Notary Public, Macomb County, MI  
Acting in Oakland County, MI  
My Commission Expires 12/27/2007

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL E**

A PORTION OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 28 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, LYING WITHIN THE PLAT OF WEST SHORE ESTATES AS DESCRIBED IN PLAT BOOK 17, PAGE 43, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 28 SOUTH, RANGE 18 EAST; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SECTION 16, S 00° 20'48"W, FOR 50.00 FEET TO A POINT OF INTERSECTION WITH THE FORMER SOUTH RIGHT-OF-WAY LINE OF VACATED COLUMBUS DRIVE; THENCE, ALONG THE FORMER SOUTH RIGHT-OF-WAY LINE OF VACATED COLUMBUS DRIVE S 89° 28'10"E, FOR 1882.97 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF COLUMBUS DRIVE THE FOLLOWING TWO COURSES: THENCE S 00° 31'50"W, FOR 6.06 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 536.50 FEET, A CENTRAL ANGLE OF 21° 27'63", AN ARC LENGTH OF 201.02 FEET AND A CHORD BEARING S 78° 44'13"E FOR 189.85 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BOY SCOUT BOULEVARD, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2009.88 FEET, CENTRAL ANGLE OF 25° 40'03", AN ARC LENGTH OF 930.38 FEET, AND A CHORD BEARING S 52° 21'27"W, FOR 682.87 FEET; THENCE S 39° 31'25"W, FOR 1486.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1809.86 FEET, A CENTRAL ANGLE OF 51° 42'45", AN ARC LENGTH OF 1633.50 FEET AND A CHORD BEARING S 65° 22'49"W, FOR 1578.81 FEET; THENCE N 88° 45'49"W, A DISTANCE OF 287.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 88° 45'49"W, FOR 329.84 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF WESTSHORE BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES; THENCE N 01° 14'31"E, FOR 60.00 FEET; THENCE N 88° 45'49"W, FOR 29.34 FEET TO A POINT ON A CURVE CONCAVE TO THE EAST, THENCE ALONG THE FORMER EAST RIGHT-OF-WAY LINE OF VACATED WESTSHORE BOULEVARD THE FOLLOWING 2 COURSES; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 22,878.32 FEET, A CENTRAL ANGLE OF 00° 16'41", AN ARC LENGTH OF 111.83 FEET AND A CHORD BEARING N 01° 38'00"E, FOR 111.83 FEET; THENCE N 01° 48'20"E, FOR 219.26 FEET; THENCE S 88° 13'40" E, A DISTANCE OF 14.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N 88° 13'40"W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 26° 49'15" AND A RADIUS OF 446.00 FEET FOR AN ARC DISTANCE OF 224.35 FEET TO A POINT ON THE ARC OF NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S 35° 22'02"W; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28° 19'41" AND A RADIUS OF 630.00 FEET FOR AN ARC DISTANCE OF 311.48 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S 01° 46'20"W, A DISTANCE OF 489.36 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 4.28 ACRES MORE OR LESS.

**EXHIBIT B**

**Lessee**

Name: Tampa Westshore Associates Limited Partnership  
Attention: Robert Taubman

Address: 200 East Long Lake Road, Suite 300  
Bloomfield Hills, MI 48304

With Copy To:

The Taubman Company LLC  
Attention: General Counsel  
200 East Long Lake Road, Suite 300  
Bloomfield Hills, MI 48304