B10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	PROOF OF CLAIM
Name of Debtor: **CUSA K-TCS, LLC**	**Case Number: 12-10060**

NOTE: ***This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.***

Name of Creditor (the person or other entity to whom the debtor owes money or property):
iStar BUSCO Inc.

☐ Check box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
Katten Muchin Rosenman LLP
c/o John P. Sieger
525 West Monroe Street
Chicago, Illinois
Telephone number: (312) 902-5200

RECEIVED
MAR 28 2012
BMC GROUP

Court Claim Number:
(If known)

Filed on:

Name and address where payment should be sent (if different from above):

Telephone number:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $ *See* attached Rider

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: *See* attached Rider
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instructions #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property:$_____ **Annual Interest Rate** _____%

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: $_____ **Basis for protection:** _____

Amount of Secured claim: $_____ **Amount Unsecured: $**_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a) or 11 U.S.C. §503(b)(9). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or other penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attached as summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. *(See definition of "redacted" on reverse side.)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: *See* attached Rider

Date:	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to filed this claim and state address and telephone number if different from the notice address above. Attached copy of power of attorney, if any.
3/26/12	Samantha Gorbus, Senior Vice President

Coach America
01196

Penalty for presenting fraudulent claim: Fine of up to $ 500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

RIDER TO PROOF OF CLAIM OF ISTAR BUSCO INC.

I. Basis for Claim and Amount.

The claim of iStar BUSCO Inc. (the "Landlord") arises as follows. The Landlord and CUSA CC, LLC, CUSA GCBS, LLC, CUSA BCCAE, LLC, AMERICAN COACH LINES OF JACKSONVILLE, INC., CUSA K-TCS, LLCCUSA GCT, LLC AND CUSA EE, LLC (collectively, the "Tenants"), as the tenants, entered into that certain Lease Agreement dated as of August 17, 2006 (the "Lease"). A true and correct copy of the Lease is attached hereto as Exhibit A.

Pursuant to the Lease, the Tenants are required to pay Rent,[1] in advance, on the first Business Day of each month during the Term of the Lease, without notice, demand, deduction or offset. Lease ¶ 5(c). The Tenants failed to pay part of their Rent on the due date occurring on January 1, 2012 in the amount of $10,488.84 (the "Unpaid Rent"). The Tenants are also required to pay, Additional Rent, including, but in no way limited to, all Property Taxes. Lease ¶ 6(a). The Tenants failed to pay at least $1,273.41 in Property Taxes as of January 3, 2012 (the "Unpaid Taxes").

On January 3, 2012 (the "Petition Date"), the Tenants filed petitions for protection under Chapter 11 of the Bankruptcy Code. As of the Petition Date, the Landlord was owed at least $10,488.84 in Unpaid Rent and $1,273.41 in Unpaid Taxes. As a result, as of the Petition Date, the Landlord has a claim against the Tenants for the Unpaid Rent and the Unpaid Taxes and all other amounts outstanding under the Lease.

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[1] Capitalized terms used and not otherwise defined herein shall have the meanings set forth for such terms in the Lease.

As of the filing of this claim, the Tenants have not moved to assume or reject the Lease and per the terms of the Order Pursuant to 11 U.S.C. §§ 105(a) and 503(b)(9), Fed. R. Bankr. P. 2002 and 3003(c)(3) and Del. Bankr. L.R. 2002-1(e) (I) Establishing Bar Dates for Filing Proofs of Claim and (II) Approving the Form and Manner of Notice Thereof entered by the court on February 10, 2012, need not file a proof of claim in the event the Lease is rejected, until the later of (a) the applicable Bar Date and (b) 30 days after notice by the Debtors of entry of an order authorizing rejection to which the claim relates. The Landlord specifically reserves its rights to file any claim for the rejection of the Lease at that time.

Copies of any additional documents related to the Lease are available upon written request to Landlord's counsel, Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois 60661, Attn: John P. Sieger, and payment in advance for shipping and copying costs.

II. Amendments.

The Landlord reserves its right to amend and supplement this Proof of Claim or to file additional Proofs of Claim for additional claims, including, without limitation, claims for interest accruing after the Petition Date, administrative expenses, other claims entitled to priority, claims arising from the rejection of its lease, additional indemnity claims and any and all other claims at law or in equity.

60965378

BASIC LEASE INFORMATION

Lease Agreement dated as of August 17, 2006

Landlord: iSTAR BUSCO INC., a Delaware corporation, together with any successor or assign.

Tenant: CUSA CC, LLC, a Delaware limited liability company, CUSA GCBS, LLC, a Delaware limited liability company, CUSA BCCAE, LLC, a Delaware limited liability company, AMERICAN COACH LINES OF JACKSONVILLE, INC., a Florida corporation, CUSA K-TCS, LLC, a Delaware limited liability company, CUSA GCT, LLC, a Delaware limited liability company, CUSA EE, LLC, a Delaware limited liability company, each together with any successor(s) or assign(s) permitted by the Lease, jointly and severally.

Commencement Date: August 17, 2006.

Lease Expiration Date: August 31, 2026, which is the last day of the 240th full calendar month following the Commencement Date, unless extended pursuant to paragraph 4(b) of the Lease.

Primary Term and any Extension Term Base Rent: The annual "Rent" during the Primary Term and any applicable Extension Term of the Lease and shall be defined as and equal to and shall be payable monthly in advance (unless specifically set forth to be paid at a different time below) as follows:

(a) From the Commencement Date through the 36th full calendar month after the Commencement Date: at the annual rate of $1,854,000.00, (the "**Base Rent**"), 1/12 of which shall be payable in advance on the first day of each month, commencing (i) if the Commencement Date does not occur on the first day of a month, then on the first day of the month following the month in which the Commencement Date occurs, and (ii) if the Commencement Date occurs on the first day of a month, then on the Commencement Date. Additionally, if the Commencement Date does not occur on the first day of a month, then on the Commencement Date, a payment of an amount equal to the product of $154,500.00 multiplied by a fraction, the numerator of which is the number of calendar days in the month from and including the Commencement Date through the end of the month in which the Commencement Date occurs, and the denominator of which is the total number of calendar days in the month in which the Commencement Date occurs.

(b) Beginning with the first day of the 37th full calendar month after the Commencement Date and every 3rd year thereafter (such first day of the 37th full calendar month after the Commencement Date and every 3rd year thereafter are each herein called an "**Adjustment Date**"), through the balance of the Term, including any Extension Term, the Base Rent shall be increased (but not decreased) by the product of (A) the Base Rent for the full 12 calendar months immediately preceding an Adjustment Date multiplied by (B) the lesser of (i) the product of (x) the percentage increase in the CPI from the Commencement Date (in the case of the first Adjustment Date) or the immediately

preceding Adjustment Date (in the case of all other Adjustment Dates other than the first Adjustment Date) to the then current Adjustment Date multiplied by (y) 1.5 and (ii) five percent (5.0%), 1/12 of which shall be payable in advance on the first day of each month, commencing with each Adjustment Date after the Commencement Date. Fifteen (15) days prior to the Adjustment Date, Landlord shall provide Tenant with written notice of the amount of increase in Base Rent together with the documentation and information used to compute the increase.

Landlord Address for Payment by wire transfer to:

JPMorgan Chase Bank
ABA # 021000021
iStar Real Estate Services Inc
Acct # 230-337171
Ref: Coach/USA

Tenant Address:

5430 LBJ Freeway
3 Lincoln Centre, Suite 1075
Dallas, TX 75240
Attn: George Maney, Chief Financial Officer

and

950 McCarty Road
Houston, TX 77029
Attn: Elizabeth Chambers, Director of Real Estate

with a copy to:

Kohlberg & Co. LLC
111 Radio Circle Drive
Mount Kisco, NY 10549
Attn: Gordon H. Woodward

with an additional copy to:

Brownstein Hyatt & Farber, P.C.
410 Seventeenth Street, 22nd Floor
Denver, CO 80202
Attn: Christopher D. Reiss, Esq.

LEASE AGREEMENT

Between

iSTAR BUSCO INC.

as Landlord

and

CUSA CC, LLC

and

CUSA GCBS, LLC

and

CUSA BCCAE, LLC

and

AMERICAN COACH LINES OF JACKSONVILLE, INC.

and

CUSA K-TCS, LLC

and

CUSA GCT, LLC

and

CUSA EE, LLC,

jointly and severally as Tenant

Dated as of August ___, 2006

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D	FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
E	UNDERGROUND STORAGE TANKS
F	ENVIRONMENTAL MATTERS
G	SITE PERCENTAGES

THIS LEASE AGREEMENT, is made and entered into as of the date set forth in the Basic Lease Information (this lease agreement, together with all amendments and supplements hereto, this "**Lease**"), by and between iSTAR BUSCO INC., a Delaware corporation with offices c/o *i*Star Financial Inc., 1114 Avenue of the Americas, 27th Floor, New York, New York 10036 (together with any successor or assigns, hereinafter called the "**Landlord**") and CUSA CC, LLC, a Delaware limited liability company ("**CUSA CC**"), CUSA GCBS, LLC, a Delaware limited liability company ("**CUSA GCBS**"), CUSA BCCAE, LLC, a Delaware limited liability company ("**CUSA BCCAE**"), AMERICAN COACH LINES OF JACKSONVILLE, INC., a Florida corporation ("**ACL**"), CUSA K-TCS, LLC, a Delaware limited liability company ("**CUSA K-TCS**"), CUSA GCT, LLC, a Delaware limited liability company ("**CUSA GCT**"), CUSA EE, LLC, a Delaware limited liability ("**CUSA EE**"), jointly and severally, each having an address at 5430 LBJ Freeway, 3 Lincoln Centre, Suite 1075, Dallas, Texas 75240 (together with any successor or assign permitted by this Lease, hereinafter collectively called the "**Tenant**").

1. DEFINITIONS

Capitalized terms used herein shall have the following meanings for all purposes of this Lease and shall be equally applicable to both the singular and plural forms of the terms herein defined.

"**ACL**" is defined in the first paragraph of this Lease.

"**Additional Rent**" means all amounts, liabilities and obligations other than Base Rent which Tenant assumes or agrees to pay under this Lease to Landlord or others.

"**Adjustment Date**" is defined and shall have the meaning specified in the Basic Lease Information.

"**Affiliates**" means Persons (other than individuals) Controlled by, Controlling, or under Common Control with Tenant or Guarantor.

"**Alternative Credit Rating Agency**" means if either or both of S & P and Moody's no longer exist or no longer assign Credit Ratings, such other nationally recognized statistical credit rating agency designated by Landlord, acting in its sole discretion.

"**BOA Loan Agreement**" means the Third Amended and Restated Loan and Security Agreement dated as of April 25, 2006, by and among Tenant, Guarantor and the other borrowers thereunder and Bank of America, N.A. as may be amended, restated or replaced from time to time.

"**Base Rent**" is defined and shall have the meaning specified in the Basic Lease Information.

"**Basic Lease Information**" means the page(s) preceding this Lease which are hereby incorporated by reference.

"**BOA**" means Bank of America, N.A.

"**Business Days**" or "**Business Day**" means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are closed.

"**Casualty**" means any damage or destruction caused to any Site by any reason, including fire.

"**Casualty Repair**" is defined in paragraph 10 of this Lease.

"**Casualty Threshold**" is defined in paragraph 10 of this Lease.

"**Claims**" shall mean Liens (including lien removal and bonding costs) liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fees of Mortgagee, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including legal fees incurred and expenses and costs of investigation and environmental remedial action) of any kind and nature whatsoever.

"**Commencement Date**" is defined and shall have the meaning specified in the Basic Lease Information.

"**Control**" (including with correlative meanings, the terms "Controlling," "Controlled by" and "under Common Control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contracts or otherwise.

"**Corporate Control Event**" means any of the following: (i) a merger or consolidation of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, and CUSA EE, or Guarantor with another entity (other than, with respect to any Tenant, a merger or consolidation with another Tenant or other wholly-owned subsidiary of Guarantor), (ii) the sale of all or substantially all the assets of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, and CUSA EE, or Guarantor to any party, (iii) any one Person (other than, with respect to any Tenant, any other Tenant or other wholly-owned subsidiary of Guarantor) acquiring fifty percent (50%) or more of publicly traded common stock, voting securities or economic benefits and burdens (including distributions) of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, and CUSA EE, or Guarantor within any twelve month period, or (iv) a change in 50% or more of the voting stock or equity interests that controls the right to elect the Board of Directors or managers, as applicable, of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, and CUSA EE, or Guarantor.

"**CPI**" shall mean the national Consumer Price Index, for all urban consumers (1982-84=100), all items, all cities, as published by the Bureau of Labor Statistics. In the event that: (A) such Bureau ceases to use the all items, all cities (Base Years 1982/1984 = 100) as the basis of calculation and such Bureau does not recalculate the then applicable Consumer Price Index number for all years including 1982/1984; or (B) Landlord and Tenant mutually agree in writing that the Consumer Price Index does not accurately reflect the purchasing power of the dollar; or (C) the Consumer Price Index shall be discontinued for any reason, then the parties shall thereafter accept and use such other Consumer Price Index or comparable statistics on the cost of living for the United States as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority selected by

Landlord and Tenant. Where the CPI is required for a given month, and if the CPI is not published for such month, then the CPI published for the month closest and prior to the designated month shall be used.

"**Credit Rating**" means the senior unsecured debt rating issued by S&P and Moody's or if either or both no longer exist or no longer issue ratings then, for either or both as so applicable, an Alternative Credit Rating Agency.

"**CUSA BCCAE**" is defined in the first paragraph of this Lease.

"**CUSA CC**" is defined in the first paragraph of this Lease.

"**CUSA EE**" is defined in the first paragraph of this Lease.

"**CUSA GCBS**" is defined in the first paragraph of this Lease.

"**CUSA GCT**" is defined in the first paragraph of this Lease.

"**CUSA K-TCS**" is defined in the first paragraph of this Lease.

"**Debt**" of any Person shall mean as at the date when any determination thereof is being made or to be made and in respect of all: (A) indebtedness of such Person for borrowed money; (B) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; (C) obligations, other than inter-company items, of such Person to pay the deferred purchase price of property or services under conditional sales or other similar agreements relating to property purchased by such Person to the extent of the value of such property (other than customary retentions or reservations under agreements with suppliers entered into in the ordinary course of business) which provide for the deferral of payment of the purchase price for a period in excess of one year following the date of receipt and acceptance of the complete delivery of such property and/or services; (D) obligations of such Person as tenant under leases which obligations are, in accordance with GAAP, recorded as capital lease obligations, but excluding all obligations of Tenant, Guarantor or their Affiliates under or in any manner relating to this Lease, regardless of their treatment under GAAP; and (E) obligations of such Persons under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) of such Person to purchase or otherwise acquire, indebtedness or obligations of others of the kinds referred to in clauses (A) through (D) above. Whenever any determination of the amount of Debt is required or permitted to be, or is otherwise being or to be, made for any purpose under this Lease, the amount of any such Debt denominated in any currency other than United States dollars shall be calculated at the US dollar equivalent of such Debt as at the date when such determination of the amount of debt is being or to be made, except that, if all or any portion of the principal amount of any such Debt which is payable in a currency other than United States dollars is hedged into United States dollars, the principal amount of such hedged Debt, or the hedged portion thereof, shall be deemed to be equal to the amount of United States dollars specified in, or determined pursuant to, the applicable hedging contract.

"**Environmental Laws**" is defined in paragraph 26(b) of this Lease.

"**Environmental Reports**" is defined in paragraph 26(c) of this Lease.

"**Event of Default**" is defined in paragraph 15 of this Lease.

"**Excluded Taxes**" means any income or franchise taxes based upon, measured by, or calculated with respect to net income or profits (but not including any franchise tax based upon gross receipts with respect to the Rent), inheritance, estate, succession, transfer or any similar taxes, any capital gains tax imposed on Landlord in connection with the sale of the Leased Premises to any Person, any transfer taxes or fees due in connection with a sale or transfer of the Leased Premises to any Person; any mortgage registration tax or fee with respect to any financing obtained by Landlord; or any other Impositions of any similar kind caused by, resulting from, or imposed as an incident to Landlord's sole dealing with respect to the Leased Premises.

"**Extension Terms**" is defined in paragraph 4(b) of this Lease.

"**GAAP**" means generally accepted accounting principles recognized as such in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and the Financial Accounting Standards Board.

"**Guarantor**" means CUSA, a Delaware limited liability company, together with any successor or assign permitted by this Lease.

"**Guaranty**" means that certain Guaranty dated as of the date of this Lease from Guarantor to Landlord, pursuant to which, among other things, Guarantor unconditionally guarantees the payment and performance of Tenant's obligation under the Lease, all upon the terms and subject to the conditions set forth therein, as such Guaranty is amended, modified or restated from time to time.

"**Imposition**" means the various taxes and other charges referred to in paragraph 6 of this Lease and the present and future governmental laws and regulations more specifically described in paragraph 6(b) of this Lease.

"**Improvements**" means all of the buildings, structures, improvements, equipment, heating, ventilation, air conditioning, plumbing, electrical, mechanical, utility and life safety systems, and all building fixtures therein (including parking areas, and driveways) now or hereafter located on the Land and generally described for each Site on Exhibits AA-1 through AA-8 hereto, other than and specifically excluding Tenant's Trade Fixtures.

The words "**include**", "**includes**", "**including**" and any other derivation of "include" means "including but not limited to" unless specifically set forth to the contrary.

"**Indemnified Party**" is defined in paragraph 26(c) of this Lease.

"**Investment Grade Criteria**" means a Credit Rating of both "BBB-" or higher from S&P and "Baa3" or higher from Moody's, (or an equivalent Credit Rating from an Alternative Credit Rating Agency, as applicable).

"**iStar**" means iStar Financial Inc., a Maryland corporation or a majority owned subsidiary.

"**iStar Loan Agreement**" means the Loan and Security Agreement dated as of April 25, 2006 by and among Tenant, Guarantor, and the other borrowers thereunder and iStar, as may be amended, restated or replaced from time to time.

"**Land**" means the title and interest of Landlord in and to the ten (10) locations of real estate described on Exhibit A-1 through Exhibit A-8 hereto, and any land lying in the bed of any existing dedicated street, road or alley adjoining thereto, all strips and gores adjoining thereto, and all rights, ways, easements, privileges and appurtenances thereunto belonging, including all of Landlord's right, title, and interest in and to all other property rights, tangible or otherwise, arising out of or connected with Landlord's ownership thereof, but none of the Improvements thereon.

"**Landlord**" is defined in the first paragraph of this Lease.

"**Lease**" is defined in the first sentence of this Lease.

"**Lease Expiration Date**" is defined and shall have the meaning specified in the Basic Lease Information.

"**Leasehold Mortgage**" means any leasehold mortgage held by a Permitted Leasehold Mortgagee.

"**Legal Requirements**" is defined in paragraph 12 of this Lease.

"**Lien**" shall mean any lien, mortgage, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, including any arising under any conditional sale agreement, capital lease or other title retention agreement.

"**Moody's**" means Moody's Investors Services, Inc. and its successors.

"**Mortgage**" shall mean a mortgage, deed to secure debt, deed of trust or other security instrument of like nature or any ground or underlying lease or other document of like nature on all or any portion of the Premises given by Landlord to a Mortgagee.

"**Mortgagee**" shall mean any holder of a Mortgage with respect to the Premises or any part thereof.

"**Net Casualty Proceeds**" shall mean the compensation and/or insurance payments net of the reasonable expenses of collecting such amounts incurred by Landlord, any Mortgagee (but only in its capacity as Proceeds Trustee), Tenant, and received by any Mortgagee, Landlord or Tenant in respect of any portion of the Premises by reason of and on account of a fire or other casualty.

"**Other Taxes**" is defined in paragraph 6(b) of this Lease.

"**Overdue Rate**" means the lower of twelve percent (12%) per annum or the maximum annual interest rate allowed by law for business loans (not primarily for personal, family or household purposes).

"**Permitted Leasehold Mortgagee**" means (i) iStar, BOA and any replacement lender consented to by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, or (ii) any other person or entity approved by Landlord in its sole discretion which has made a loan to CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, and CUSA EE.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, trustee(s) of a trust, unincorporated organization, or government or governmental authority, agency or political subdivision thereof.

"**Permitted Encumbrances**" means for each Site:

(a) Any of the following, which are not yet due and payable at the time in question: (i) liens for water, sewer, and other utility services and (ii) taxes, assessments and other governmental charges (whether federal, state, local or foreign) and Property Taxes;

(b) The easements, rights-of-way, encroachments, encumbrances, restrictive covenants and other matters affecting the title to the Premises or any part thereof set forth on Exhibits C-1 through C-8, for each Site as applicable, attached hereto;

(c) Any Subordination, Non-Disturbance, and Attornment Agreement(s) recorded or otherwise, which are provided to Tenant pursuant to paragraph 17 of this Lease or as otherwise entered into by and among Landlord, Tenant, and any Mortgagee;

(d) Liens for taxes (whether federal, state, local or foreign) attributable to any taxable period whether before, on or after the Commencement Date which are being contested in good faith in accordance with the terms of this Lease by Tenant and for which Tenant has established adequate reserves;

(e) A permitted Leasehold Mortgage; and

(f) This Lease and the rights, privileges and entitlements of Tenant hereunder.

"**Permitted Use**" is defined in paragraph 3(a) of this Lease.

"**Premises**" is defined in paragraphs 2(a) and 2(b) of this Lease.

"**Primary Term**" is defined in paragraph 4(a) of this Lease.

"**Proceeds Trustee**" shall mean a federally insured bank or trust company designated by Landlord, subject to the prior written approval of Tenant, such approval not to be unreasonably withheld, delayed, or conditioned; provided, however, if a Mortgage encumbers the Premises, the Mortgagee thereunder may, at its option, be appointed Proceeds Trustee for so long as such Mortgage remains outstanding and such Mortgagee does not control Landlord or is not controlled by or under common control with Landlord.

"**Property 812 Delano**" is defined in paragraph 2(b) of this Lease.

"**Property 950 McCarty**" is defined in paragraph 2(b) of this Lease.

"**Property 2201 Main**" is defined in paragraph 2(b) of this Lease.

"**Property Colorado**" is defined in paragraph 2(b) of this Lease.

"**Property Jacksonville**" is defined in paragraph 2(b) of this Lease.

"**Property Las Vegas**" is defined in paragraph 2(b) of this Lease.

"**Property Oxnard**" is defined in paragraph 2(b) of this Lease.

"**Property San Diego**" is defined in paragraph 2(b) of this Lease.

"**Property Taxes**" is defined in paragraph 6(a) of this Lease.

"**Rent**" is defined in paragraph 5(a)(ii).

"**Restoration Fund**" is defined in paragraph 10 of this Lease.

"**S&P**" means Standard & Poor's Rating Service and its successors or assigns.

"**Site**" is defined in paragraph 2(b) of this Lease.

"**Site Assessments**" is defined in paragraph 26(d) of this Lease.

"**Site Reviewers**" is defined in paragraph 26(d) of this Lease.

"**Site Termination Date**" is defined in paragraph 14 of this Lease.

"**Subordination, Non-Disturbance and Attornment Agreement**" is defined in paragraph 17(a) of this Lease.

"**Tenant**" is defined in the first paragraph of this Lease and includes each of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, and CUSA EE, and all liabilities, obligations, covenants and agreements of Tenant under this Lease are and shall be the joint and several liabilities, obligations, covenants, and agreements of each of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, and CUSA EE.

"**Tenant's Trade Fixtures**" means all personal property of Tenant in or on the Premises, affixed or not, which is not necessary for the operation of the Improvements, including tire racks and handling equipment, pallets, fork lift trucks, lift racks, tools, office computers, and other equipment or machines owned or leased from/by the Tenant.

"**Term**" is defined in paragraph 4(b) of this Lease.

"**Treasury Rate**" means the yield to maturity of a debt obligation of the United States Treasury having a maturity date closest to but not earlier than the then-existing remaining Term of the Lease (excluding any then-unexercised options for any Extension Terms) and, if more than one have been issued with such maturity date, then using the debt obligation first issued on or closest to the date of any termination by Landlord under this Lease.

2. DEMISE OF PREMISES

(a) Landlord hereby demises and leases to Tenant and Tenant hereby leases and rents from Landlord the Premises, IN ITS "AS IS" CONDITION, SUBJECT TO THE EXISTING STATE OF TITLE (WITHOUT EXPRESS OR IMPLIED WARRANTY OF LANDLORD WITH RESPECT TO THE CONDITION, QUALITY, REPAIR OR FITNESS OF THE PREMISES FOR A PARTICULAR USE OR TITLE THERETO, ALL SUCH WARRANTIES BEING HEREBY DISCLAIMED BY LANDLORD AND WAIVED AND RENOUNCED BY TENANT). The "Premises" consists of collectively, Landlord's interest in the Land, the Improvements, together with any easements, rights, and appurtenances in connection therewith or belonging to said Land and Improvements. No easement for light, air or view is included with or appurtenant to the Premises. The foregoing disclaimer in this paragraph 2(a) has been negotiated by Landlord and Tenant, each being represented by independent counsel, and is intended as a complete negation of any representation or warranty by Landlord, express or implied, with respect to the condition, quality, repair, or fitness of the Premises for a particular use, or title thereto.

(b) The Premises includes the Land and Improvements (a) located at the address commonly known as 950 McCarty Drive, Houston, Texas, including approximately 23.72 acres of Land and approximately 103,075 square feet of Improvements and legally described on Exhibit A-1 ("**Property 950 McCarty**"), (b) located at the address commonly known as 4020 East Lone Mountain Road, N. Las Vegas, Nevada including approximately 10.39 acres of Land and approximately 35,627 square feet of Improvements and legally described on Exhibit A-2 ("**Property Las Vegas**"), (c) located at the address commonly known as 3888 Beech Street San Diego, California, including approximately 2.88 acres of Land and approximately 8,000 square feet of Improvements and legally described on Exhibit A-3 ("**Property San Diego**"), (d) located at the address commonly known as 14000 W. 44th Ave., Golden, Colorado, including approximately 4.23 acres of Land and approximately 16,334 square feet of Improvements and legally described on Exhibit A-4 ("**Property Colorado**"), (e) located at the address commonly known as 498 Lambert Street, Oxnard, California, including approximately 2.27 acres of Land and approximately 7,900 square feet of Improvements and legally described on Exhibit A-5 ("**Property Oxnard**"), (f) located at the address commonly known as 812 Delano Street, Houston, Texas, including approximately 1.36 acres of Land and approximately 20,250 square feet of Improvements and legally described on Exhibit A-6 ("**Property 812 Delano**"), (g) located at the address commonly known as 2201 Main Street, Houston, Texas, including approximately 0.36 acres of Land and approximately 15,090 square feet of Improvements and legally described on Exhibit A-7 ("**Property 2201 Main**"), and (h) located at the address commonly known as 3501 W. Beaver Street, Jacksonville, Florida, including approximately 1.70 acres of Land and approximately 7,800 square feet of Improvements and legally described on Exhibit A-8 ("**Property Jacksonville**"). Property 950 McCarty, Property Las Vegas, Property San Diego, Property Colorado, Property Oxnard, Property 812 Delano, Property 2201 Main, and Property Jacksonville collectively constitute the Premises and each individually is herein called a "**Site**," and together are herein the "**Sites**."

3. USE

(a) Tenant shall, subject to applicable zoning restrictions and any recorded covenants or restrictions in the public records upon the Commencement Date, use and occupy the Premises,

including each Site, only as general offices, warehouse, fueling, storage, transportation, terminal facilities, vehicle repair facilities, driver training facilities and other lawful purposes which are both associated and related thereto (collectively, the "**Permitted Use**"); provided, however, except for the recordation of any Mortgage and any replacements, renewals, amendments, consolidations, modifications, extensions or refinancing thereof or as otherwise required by governmental order, from and after the Commencement Date, without first having obtained Tenant's prior written consent which may be withheld or granted in Tenant's sole and absolute discretion, Landlord shall not record or otherwise take any voluntary action to subject the Premises or Land to any additional (or modify or amend any existing) covenants, restrictions, easements, or other encumbrances of record or otherwise, or any rezoning of the Premises or any Site from the zoning classifications presently in existence as of the Commencement Date. The foregoing restriction on use shall not apply to any minor sublease for a portion of a Site if either (i) the use under such sublease is supporting or ancillary to the Permitted Use or (ii) such portion is excess or not necessary to Tenant's business operations at the Site and the use is permitted by applicable laws and does not otherwise violate the other terms and conditions of this Lease. Tenant shall not use, suffer or permit the Premises, or any portion thereof, to be used by Tenant, any third party or the public, as such, without restriction or in such manner as might adversely affect Landlord's title to or interest in the Premises, or in such manner as might make possible a claim or claims of adverse possession by the public, as such, or third Persons, or of implied dedication of the Premises, or any portion thereof.

(b) If no Event of Default has occurred and is continuing, Landlord shall, promptly upon request by Tenant, join with Tenant (at Tenant's cost and expense), to (i) grant easements, licenses, rights of way and other rights and privileges in the nature of easements for the purposes of providing utilities and the like to any Site, (ii) release existing easements and appurtenances relating to the provision of utilities and the like to any Site, and (iii) execute and deliver any instrument, in form and substance reasonably acceptable to Landlord, necessary or appropriate to make or confirm such grants or releases to any Person, with or without consideration; provided that such grant or release does not interfere with and is not detrimental to the conduct of business on the Site and does not materially adversely affect the utility, useful life or fair market value of the Site.

4. TERM

(a) The primary term of this Lease (the "**Primary Term**") shall be for a period of approximately twenty (20) years, beginning on the Commencement Date and ending on the Lease Expiration Date.

(b) Tenant shall have the right, at its option, to extend the Primary Term of this Lease for five (5) consecutive extension terms (the "**Extension Terms**"), each being five (5) years in length, for all or a portion of the then existing Premises; provided that if such extension is for a portion, the total number of Sites included in the Premises for the Extension Term is at least six (6), with two (2) of the six Sites being Property 950 McCarty and Property Las Vegas. Tenant may exercise the option to extend only a portion of the Premises only by providing Landlord with written notice identifying the Sites for which Tenant elects not to extend the Term contemporaneously with Tenant's notice to Landlord that Tenant is extending the Lease for any Extension Term as set forth in this paragraph. Following such notice, Landlord and Tenant shall execute an amendment to this Lease to reflect such changes in the Premises and such other

documents as Landlord may require (including cancellation of the Memorandum of Lease for any Sites), Tenant shall continue to pay Base Rent (as adjusted pursuant to paragraph 4(c) below) and Tenant shall pay all charges incident to such transaction, including Landlord's reasonable attorney's fees and expenses arising out of such reduction in the Premises. Each Extension Term shall commence on the day after the expiration of the preceding term and shall expire on the fifth (5th) anniversary of the Lease Expiration Date in the case of the first (1st) Extension Term, and on the tenth (10th), fifteenth (15th), twentieth (20th) and twenty-fifth (25th) anniversaries of the Lease Expiration Date in the case of the second (2nd), third (3rd), fourth (4th) and fifth (5th) Extension Terms, respectively. The options to extend the Term of this Lease as described above shall not be deemed exercised by Tenant unless at least eighteen (18) months prior to the Lease Expiration Date for the Primary Term or at least eighteen (18) months prior to the expiration of the Extension Term for the first (1st), second (2nd), third (3rd) and fourth (4th) Extension Terms, respectively, Tenant shall have delivered written notice to Landlord of Tenant's irrevocable decision to so extend this Lease at the end of the Primary Term or any exercised Extension Term, as applicable. Tenant's failure to extend the Primary Term or any Extension Term thereafter shall terminate all future Extension Terms, if any. Subject to the provisions of paragraph 5, the terms and conditions of this Lease shall apply to each Extension Term with the same force and effect as if such Extension Term had originally been included in the Primary Term of the Lease. The right of Tenant to the Extension Terms shall be conditioned upon this Lease being in full force and effect, and no Event of Default then existing as of both the date that Tenant notifies Landlord of Tenant's decision to extend the term of this Lease for any of the Extension Terms, and the Lease Expiration Date (for the first (1st) Extension Term) or expiration of the first (1st), second (2nd), third (3rd) and fourth (4th) Extension Term, as the case may be for the second (2nd), third (3rd), fourth (4th) and fifty (5th) Extension Term, respectively. The Primary Term, together with any Extension Term which Tenant properly exercises its option with respect to, and for which the conditions related thereto are satisfied, shall constitute the "**Term**" of this Lease.

(c) If the Lease is extended for less than all of the Premises as provided for in paragraph 4(b) above, then Base Rent for the applicable Extension Term shall be reduced by the sum of the allocated percentages for the sites excluded from the Extension Term as set forth on Exhibit G.

5. RENTAL AND GUARANTY

(a) Tenant shall pay to Landlord the following amounts as Rent for the Premises:

(i) During the Term of this Lease, Tenant shall pay to Landlord, as fixed monthly rent, the amount of monthly base rent specified in the Basic Lease Information ("**Base Rent**").

(ii) Throughout the Term of this Lease, Tenant shall pay, as Additional Rent, all other amounts of money and charges required to be paid by Tenant under this Lease, whether or not such amounts of money or charges are designated Additional Rent. As used in this Lease, "**Rent**" shall mean and include all Base Rent and Additional Rent payable by Tenant in accordance with this Lease.

(b) It is the intention of Landlord and Tenant that the Base Rent payable by Tenant to Landlord during the entire Term of this Lease shall be absolutely net of all costs and expenses

incurred in connection with the management, operation, maintenance, repair and replacement of the Premises in accordance with this Lease. Landlord shall have no obligations or liabilities whatsoever with respect to the management, operation, maintenance, repair or replacement of the Premises during the Term of this Lease, and Tenant shall manage, operate, maintain and repair and replace the Premises in accordance with this Lease and shall pay all costs and expenses incurred in connection therewith before such costs or expenses become delinquent. Without limiting the generality of the foregoing, throughout the entire term of this Lease, Tenant shall pay, as Additional Rent, all premiums for all property and liability insurance covering the Premises required under this Lease, all Property Taxes and all Other Taxes that accrue during or are allocable to the Term of this Lease, and for Property Taxes and Other Taxes, allocable for any period of time prior to the Term of this Lease.

(c) Tenant shall pay all Base Rent to Landlord, in advance, on or before the first Business Day of each and every calendar month during the Term of this Lease (other than the payment due on the Commencement Date which is due as set forth in the Basic Lease Information) without notice, demand, deduction or offset, in lawful money of the United States of America, to the wire transfer address of Landlord specified in the Basic Lease Information, or to such other accounts and/or Person or Persons or at such other place or places as Landlord may from time to time designate in writing (or otherwise so there are collected funds available to Landlord on the due date). Interest at the Overdue Rate shall accrue on unpaid Base Rent from the due date thereof to the date of actual payment. If the Base Rent is paid more than ten (10) calendar days after its due date, a late charge of four percent (4%) of the delinquent amount shall be due and payable. Tenant shall pay all Additional Rent when due. If Additional Rent is paid more than ten (10) calendar days after receipt of demand, a late charge of four percent (4%) of the delinquent amount shall be due and payable; provided that Landlord shall be required to make such demand only twice during any calendar year and any Additional Rent not paid when due after such second demand will be subject to the late charge immediately. Tenant shall pay all Rent to Landlord without notice except as set forth with respect to Additional Rent in the prior sentence; provided, however, if and to the extent Landlord or Mortgagee is holding Tenant's estimated payments thereof, Landlord or Mortgagee shall instead make such payments timely upon Tenant's behalf as set forth herein.

(d) Tenant acknowledges and agrees that it was a condition precedent to Landlord entering into this Lease that Landlord receive a guaranty of Tenant's payment and performance of all of Tenant's obligations under this Lease (in such form as approved by Landlord, the "Guaranty") from Guarantor, which Guaranty is being entered into contemporaneously with the execution of this Lease. Tenant hereby represents and warrants to Landlord as of the date hereof and covenants to Landlord that throughout the Term of this Lease Guarantor shall be bound by the terms of the Guaranty to Landlord.

6. TAXES

(a) Tenant shall pay, as Additional Rent, all Property Taxes prior to the assessment of any interest or penalty for late payment (subject to Tenant's rights under this paragraph 6(a) to make payment thereof in installments or under paragraph 6(e) below or to protest Property Taxes); provided, however, if and to the extent Landlord or Mortgagee is holding Tenant's estimated payments thereof pursuant to paragraph 6(f) below, Landlord or Mortgagee shall instead make such payments timely upon Tenant's behalf; provided, further, if any such Property

Taxes may legally be paid in installments, Tenant may, at its option, pay such Property Taxes in such installments together with any interest due thereon provided that Tenant shall have paid all such installments, or provided to Landlord or Mortgagee, such amounts as are necessary for the payment of, all such installments prior to the expiration or earlier termination of this Lease. "**Property Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges (and any tax, assessment, excise, levy, municipal service fee, fee or charge levied wholly or partly in lieu thereof or as a substitute therefor or as an addition thereto) of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority on or against, or otherwise with respect to, the Premises or any part thereof or any personal property used in connection with the Premises, including Landlord's franchise taxes based upon gross receipts with respect to the receipt of Rent (but not including net income or franchise taxes based upon, measured by or calculated with respect to net income or profits or derivatives thereof). Property Taxes shall not include any Other Taxes or Excluded Taxes arising out of or levied in connection with this Lease, in each case, of Landlord, unless and only to the extent levied or assessed against Landlord as a substitute for any Property Taxes.

(b) Tenant shall pay, as Additional Rent, all Other Taxes prior to the assessment of any interest or penalty for late payment (subject to Tenant's rights under this paragraph 6(b) and paragraph 6(e) below, to make payment in installments or to protest Other Taxes); provided, however, if Landlord or Mortgagee is holding Tenant's estimated payments thereof pursuant to paragraph 6(f) below, Landlord or Mortgagee shall instead make such payments timely upon Tenant's behalf; provided, further, if any such Other Taxes may legally be paid in installments, Tenant may, at its option, pay such Other Taxes in such installments together with any interest due thereon provided that Tenant shall have paid, or provided to Landlord or Mortgagee, such amounts as are necessary for the payment of, all such installments prior to the expiration or earlier termination of this Lease. "**Other Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges, including all payments related to the cost or occupation of providing facilities or services, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority upon, or measured by, or reasonably attributable to (i) the Premises, (ii) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord, (iii) any Rent payable under this Lease, including any gross receipts tax or excise tax levied by any public or government authority with respect to the receipt of any such Rent but only to the extent that such taxes are in lieu of or a substitute for any Property Taxes, (iv) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or (v) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. "Other Taxes" shall not include any Property Taxes or any Excluded Taxes arising out of or levied in connection with this Lease, in each case, of Landlord, unless and only to the extent levied or assessed against Landlord in whole or in part in lieu of, as a substitute for, or as an addition to any Other Taxes.

(c) Except for any Excluded Taxes imposed on or with respect to the Rent, if at any time during the Term, any method of taxation shall be such that there shall be levied, assessed or imposed on Landlord, or on the Rent, or on the Premises, or any portion thereof, a capital levy,

gross receipts tax on the Rent, occupational license tax, or a franchise tax, based upon gross receipts with respect to the Rent, but not including any income or franchise taxes based upon, measured by, or calculated with respect to net income or profits, Tenant, to the extent permitted by law, covenants to pay and discharge the same, it being the intention of the parties hereto that the Base Rent to be paid hereunder shall be paid to Landlord absolutely net without deduction or charge of any nature whatsoever, foreseeable or unforeseeable, ordinary or extraordinary, or of any nature, kind, or description, except for Excluded Taxes and as otherwise expressly provided in this Lease.

(d) Tenant covenants to furnish Landlord and any Mortgagee, within fifteen (15) calendar days after payment, official receipts of the appropriate taxing authority, if any, or other appropriate proof reasonably satisfactory to Landlord, evidencing the payment of all Impositions on or before the date of any assessment of any penalty or interest.

(e) Both Landlord and Tenant shall have the right to contest the amount or validity, in whole or in part, of any Property Tax or Other Tax or to seek a reduction in the valuation of the Premises as assessed for real estate property tax purposes by appropriate proceedings diligently conducted in good faith (but only after the deposit or payments (whether under protest or otherwise) of any amounts required by applicable law to stay or prevent collection activities). If Tenant initiates any proceeding referred to in this paragraph 6(e), Landlord shall not be required to join such proceeding, except to the extent required by law, in which event Landlord shall, upon written request by Tenant, join in such proceedings or permit the same to be brought in its name, all at Tenant's expense. Landlord agrees to provide, at Tenant's expense, whatever assistance Tenant may reasonably require in connection with any such contest initiated by Tenant. Tenant covenants that Landlord shall not suffer or sustain any costs or expenses (including counsel fees) or any liability in connection with any such proceeding initiated by Tenant. No such contest initiated by Tenant shall subject Landlord to any civil liability or the risk of any criminal liability or forfeiture. Any contest initiated by Landlord shall be at the sole cost and expense of the Landlord, provided, however, if Landlord is successful in reducing the valuation of any Property Tax or Other Tax on the Premises, Tenant shall be entitled to the benefit of such reduction and shall be obligated to reimburse Landlord for any costs or expenses in connection with such contest.

(f) During the continuance of any Event of Default, Tenant shall pay to Landlord on the first day of each calendar month an amount equal to one twelfth (1/12) of the Property Taxes and Other Taxes thereafter due and payable, as reasonably estimated by Landlord on the basis of assessments and bills and estimates thereof. Such amounts shall be held by Landlord or Mortgagee, without interest, and shall not be deemed to be trust funds but shall not be commingled with the general funds of Landlord and shall instead be held in a separate escrow account of Landlord or Mortgagee, as applicable, opened and maintained for this Lease alone; provided, however, to the extent so received, any Mortgagee which is an entity unaffiliated with Landlord or any affiliate of Landlord, may commingle such funds. Landlord shall apply such amounts paid by Tenant under this paragraph 6(f) (including any amounts tendered by Tenant which are intended for interest if Tenant shall have elected to make such payments in installments) to the payment before delinquency of the Property Taxes and Other Taxes, subject to any rights of Mortgagee thereto. Landlord and Mortgagee shall make no charge for holding and applying such amounts. If at any time the amount on deposit pursuant to this paragraph 6(f) shall be less than the amount reasonably deemed necessary by Landlord to pay such Property

Taxes or Other Taxes as they become due, Tenant shall pay to Landlord the amount necessary to make the deficiency within ten (10) calendar days after notice from Landlord requesting payment thereof.

(g) Landlord will, within thirty (30) calendar days after receipt, reimburse Tenant for any refund of Property Tax or Other Tax received by Landlord or Mortgagee as a result of any tax contest relating to the Term.

7. NET LEASE; NON-TERMINABILITY

(a) This is an absolutely net lease and the Base Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice (except as expressly provided herein), demand, set-off, counterclaim, abatement, suspension, deduction or defense. It is the intention of the parties hereto that the Base Rent shall be an absolutely net return to Landlord throughout the Term of this Lease. In order that such Rent shall be absolutely net to Landlord, Tenant shall pay when due, and except for Landlord's indemnities set forth in paragraph 18 herein, save Landlord harmless from and against, any and all costs, charges and expenses attributable to the Premises, including each fine, fee, penalty, charge (including governmental charges), assessments, sewer rent, Impositions, insurance premiums as may be required from time to time by Landlord or Mortgagee, utility expenses, carrying charges, costs, expenses and obligations of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, the payment for which Landlord or Tenant is, or shall become liable by reason of any rights or interest of Landlord or Tenant in, to or under the Premises or this Lease or in any manner relating to the ownership, leasing, operation, management, maintenance, repair, rebuilding use or occupation of the Premises, or of any portion thereof; provided, however, that nothing herein contained shall be construed as imposing upon Tenant any obligation to pay any Excluded Taxes of Landlord arising out of, or levied in connection with, this Lease or the Landlord's right or interest in the Premises or the Rent.

(b) This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, except as expressly provided in paragraph 14, nor shall Tenant be entitled to any abatement or reduction of Rent hereunder except as required by paragraph 14, nor shall the obligations of Tenant under this Lease be affected, by reason of (i) any damage to or destruction of all or any part of the Premises from whatever cause; (ii) subject to paragraph 14, the taking of the Premises or any portion thereof by condemnation, requisition or eminent domain proceedings; (iii) the prohibition, limitation or restriction of Tenant's use of all or any part of the Premises, or any interference with such use; (iv) any eviction by paramount title or otherwise, (v) Tenant's acquisition or ownership of all or any part of the Premises otherwise than as expressly provided herein; (vi) any default on the part of Landlord under this Lease, or under any other agreement to which Landlord and Tenant may be parties; (vii) Landlord becoming dispossessed of any portion of the Premises; or (viii) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Base Rent, the Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected unless the requirement to pay or perform the same shall have been terminated pursuant to any express provision of this Lease. Tenant agrees that Tenant will not be relieved of the obligations to pay the Base Rent or any Additional Rent in case of damage

to or destruction of or condemnation (except as expressly provided in paragraph 14) of the Premises.

(c) Tenant agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, rescind or void this Lease, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up or other proceeding affecting Landlord or its successor in interest, or (ii) any action with respect to this Lease which may be taken by any trustee or receiver of Landlord or its successor in interest or by any court in any such proceeding.

(d) Tenant waives all rights which may now or hereafter be conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of the Base Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.

8. SERVICES

Tenant shall, at Tenant's sole cost and expense, be responsible for supplying the Premises with electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, window washing, security service, janitor, pest control and disposal services (including, if applicable, hazardous and biological waste disposal), and such other services as Tenant determines to furnish to the Premises. Landlord shall not be in default hereunder or be liable for any damage or loss directly or indirectly resulting from, nor shall the Base Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in furnishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Landlord or Tenant or by the making of repairs or improvements to the Premises, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Premises, whether such results from mandatory governmental restriction or voluntary compliance with governmental guidelines. Tenant shall pay the full cost of all of the foregoing services and all other utilities and services supplied to the Premises as Additional Rent.

9. REPAIRS AND MAINTENANCE; REPLACEMENT

(a) At all times on and after the Commencement Date, to and including the date of the termination of the Term, by lapse of time or otherwise, Tenant shall, at its own sole cost and expense, keep the Premises, including each Site, in good order and in a condition equal to or better than the condition existing as of the date hereof, except for normal wear and tear or as repaired or rebuilt or altered as required or permitted by this Lease (or, in the case of termination pursuant to paragraph 14, as condemned). Subject to the requirements of paragraph 23, Tenant shall timely and properly maintain, repair and replace all of the Premises and all its component parts, including parking surfaces and stripes, driveways, all landscaping, mechanical systems, electrical and lighting systems, plumbing and sewage systems, fixtures and appurtenances, interior and exterior walls, roof, foundations, floor slabs, columns and structural elements so as to preserve and protect the useful life, utility and value of such components, and in all events so as to preserve the effectiveness of any warranty relating thereto, such repairs and replacements to

be at least in quality and class to the original work to the extent commercially reasonable. If any building system or component shall become obsolete, non-functional, or uneconomic to repair, in Tenant's discretion, Tenant shall remove such item from the Premises and, promptly replace it with an item of comparable initial value and function to the extent commercially reasonable. Promptly upon installation of any improvement which is not Tenant Trade Fixtures, Tenant shall deliver to Landlord the original warranty relating to such improvement (which shall specify Landlord as the owner of the improvement and upon Landlord's receipt of such original warranty, Landlord shall be deemed to have granted Tenant a non-exclusive license and authority of Landlord solely to enforce such warranty during the Term of the Lease). Tenant shall deliver to Landlord a written statement showing all removals and replacements of such systems or components in excess of (i) $50,000 with respect to each of Property 812 Delano, Property 2201 Main, Property Colorado, Property Jacksonville, Property Oxnard and Property San Diego, and (ii) $100,000 with respect to each of Property 950 McCarty and Property Las Vegas during the preceding calendar year, including manufacturers, model numbers, and serial numbers. Landlord may, upon two (2) Business Days' prior notice cause independent private inspectors to make inspections of any building and building systems on the Premises or segments thereof to determine Tenant's compliance under this paragraph 9. Tenant shall pay the cost, not to exceed $1500.00, of one (1) such inspection at each Site by or on behalf of Landlord in each calendar year; provided, however, if such inspection by Landlord reveals that the Premises, or any portion thereof, including any equipment thereon, is not in the condition required by this Lease, then Tenant shall pay for such additional inspections performed by Landlord through the inspection approving the condition of such Premises as being in conformity with the Lease. Notwithstanding the foregoing requirements of this paragraph 9, Tenant shall have no obligation to deliver any warranties for any Trade Fixtures at the Premises which may be and which are subsequently removed by Tenant upon expiration or earlier termination of this Lease.

Landlord may, but is not required to, after two (2) Business Days notice to Tenant (except in the case of emergency, in which case Tenant shall be given notice contemporaneously with entry), enter the Premises and make such commercially reasonable repairs, alterations, improvements, additions, replacements or maintenance as Landlord deems necessary to cure any Event of Default of Tenant hereunder which remains uncured after the expiration of any notice and cure period provided under this Lease, as applicable, in a diligent fashion, and Tenant shall pay Landlord as Additional Rent forthwith (and in any event within thirty (30) calendar days) after being billed for same by Landlord the cost thereof plus an administrative fee of three percent (3%) of such cost, which bill shall be accompanied by reasonably supporting documentation. Such amounts shall bear interest at the Overdue Rate from the date of expenditure by Landlord to the date of repayment by Tenant at the Overdue Rate.

(b) It is intended by Tenant and Landlord that Landlord shall have no obligation, in any manner whatsoever, to repair or maintain the Premises (or any fixture or equipment therein), whether structural or nonstructural, all of which obligations are intended, as between Landlord and Tenant, to be those of Tenant. Tenant expressly waives the benefit of any statute now or in the future in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

(c) Tenant shall maintain on each Site, and turn over to Landlord upon expiration or termination of this Lease, copies of then current operating manuals and original warranties (to

the extent applicable) for the Improvements then located on such Site which were replaced by Tenant, but specifically excluding, in all cases, Tenant's Trade Fixtures at the Premises which may and which are subsequently removed by Tenant upon expiration or earlier termination of this Lease.

10. DESTRUCTION OF OR DAMAGE TO PREMISES

If any Site is damaged by fire or other casualty during the Term of this Lease, Tenant shall (a) repair such damage and restore such Site to substantially the same or better condition as existed before the occurrence of such fire or other casualty using materials of the same or better grade than that of the materials being replaced as is commercially reasonable at the time of such restoration (herein, a "**Casualty Repair**") and this Lease shall remain in full force and effect. Such repair and replacement by Tenant shall be done in accordance with paragraph 23 and the standards of paragraph 9 and Tenant shall, at its expense, obtain all permits required for such work. If a Casualty Repair shall equal or exceed the Casualty Threshold, an architect or engineer selected by Landlord shall review, at Tenant's expense, all plans and specifications and all draw requests hereunder. In no event shall Base Rent or Additional Rent abate, nor shall this Lease terminate by reason of such damage or destruction. Provided that no Event of Default by Tenant shall then exist under this Lease and, if a Casualty Repair shall equal or exceed the Casualty Threshold, provided Tenant has: (i) delivered to Landlord plans and specifications and a budget for such Casualty Repair (all of which Landlord shall have approved), and (ii) deposited with Landlord or the Proceeds Trustee cash or a letter of credit in form acceptable to Landlord or Proceeds Trustee, as applicable, in the sum equal to the excess, if any, of the total cost set forth in such approved budget over the amount of insurance proceeds received on account of such casualty, then to the extent such proceeds are available to Landlord from Mortgagee, Landlord shall make available to Tenant all insurance proceeds actually received by Landlord on account of such casualty, for application to the costs of such approved repair and restoration, as set forth below. If a casualty occurs during the last year of the Term of this Lease and the Tenant has not completed such Casualty Repair as of the expiration or termination of this Lease, upon delivery of all insurance proceeds to Landlord, Tenant shall be relieved of all obligations with respect to completion of such Casualty Repair, provided that Tenant shall continue to pay Base Rent and Additional Rent for the remainder of the Term of this Lease.

For all Casualty Repairs, the following apply:

As used herein the "**Casualty Threshold**" means $1,000,000; provided, however, that if any Tenant or Guarantor, at the time of such fire or casualty, has a Credit Rating of "BBB+" or higher from S&P and "Baa1" or higher from Moody's, then the "Casualty Threshold" shall be $3,000,000. If the Net Casualty Proceeds are less than the Casualty Threshold at the time of the applicable fire or other casualty, such Net Casualty Proceeds shall be paid to Tenant to apply to the cost of restoration. If the Net Casualty Proceeds are equal to or greater than the Casualty Threshold at the time of the applicable fire or other casualty, such Net Casualty Proceeds shall be paid to the Proceeds Trustee (herein called the "**Restoration Fund**") for release to Tenant as restoration progresses, subject to and in accordance with paragraph 23(c). If Landlord mortgages the Premises with a Mortgage, the Mortgagee thereunder may, at its option be appointed Proceeds Trustee for so long as such Mortgage remains outstanding and such Mortgagee does not Control Landlord or is not Controlled by or under Common Control with Landlord. Insurance proceeds shall be deposited in an interest bearing account and interest shall be

distributed to Tenant as provided in clauses (i) and (ii) below and provided no Event of Default has occurred and is continuing hereunder. All checks drawn on said account shall be signed by the Proceeds Trustee. Insurance proceeds shall be disbursed to Tenant by Landlord or the Proceeds Trustee, as applicable, under the following procedure:

(i) No more frequently than once per calendar month, Tenant may request that Landlord or Proceeds Trustee, as applicable disburse to Tenant such insurance proceeds as are requested by Tenant to pay for all costs incurred by Tenant for repair and restoration work of the damaged Site that was performed during the immediately preceding calendar month. Tenant's request shall certify that all work for which reimbursement is requested was performed in compliance with the plans and specifications approved by Landlord pursuant to paragraph 23 and all applicable laws, and shall include reasonably satisfactory evidence of the costs incurred by Tenant and unconditional partial (as to the amount received compared to percentage completion) or final lien releases, as applicable, in form and substance required by applicable law executed by all mechanic's, materialmen, laborers, suppliers and contractors who performed any portion of the repair work or supplied materials in an amount in excess of $25,000; and

(ii) Within fifteen (15) Business Days after receiving Tenant's request, Landlord shall approve or disapprove Tenant's request, which approval shall not be unreasonably withheld, delayed, or conditioned by written notice to Tenant. If Landlord approves all or any portion of a request and Landlord has received (and not previously disbursed) insurance proceeds for such costs, then Landlord's approval shall include a check in the amount approved by Landlord. If Landlord disapproves all or any portion of a request, then Landlord's notice shall state the reasons for that disapproval.

11. INSURANCE, HOLD HARMLESS AND INDEMNIFICATION

(a) To the fullest extent permitted by law, Landlord shall not be liable to Tenant for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises arising at any time and from any cause whatsoever. Tenant waives all claims against Landlord arising from any liability described in this paragraph 11(a).

(b) Tenant hereby agrees to indemnify and defend Landlord against and hold Landlord harmless from all claims, demands, liabilities, damages, losses, costs and expenses, including attorneys' fees and disbursements, arising from or related to any use or occupancy of the Premises, or any condition of the Premises, or any default in the performance of Tenant's obligations hereunder, or any damage to any property (including property of employees and invitees of Tenant) or any bodily or personal injury, illness or death of any person (including employees and invitees of Tenant) occurring in, on or about the Premises or any part thereof or any part of the building or the land constituting a part of the Premises arising at any time and from any cause whatsoever or occurring outside the Premises when such damage, bodily or personal injury, illness or death is caused by any act or omission of Tenant or its agents, officers, employees, contractors, invitees or licensees. This paragraph 11(b) shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

(c) Landlord may, at Landlord's option and sole cost and expense, elect to provide the insurance coverage referred to in this paragraph 11(c) as part of Landlord's blanket insurance policy. Only if Landlord provides this coverage as a result of Tenant's failure to insure the Premises in accordance with this Section 11, then Tenant shall pay that portion of Landlord's insurance costs that is reasonably allocable to the Premises plus an administration fee equal to three percent (3%) of that portion of Landlord's insurance costs. Tenant shall, at all times and during the term of this Lease and at Tenant's sole cost and expense, obtain and keep in force (i) commercial general liability insurance, including contractual liability, fire legal liability, all on an "occurrence" policy form, with a minimum combined single limit in the amount of Thirty Million Dollars ($30,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons and damage to property occurring in, on or about the Premises; and (ii) Pollution Legal Liability insurance with limits of Five Million ($5,000,000) per occurrence and Ten Million ($10,000,000) aggregate and if the property contains and underground storage tank, Storage Tank Liability insurance with a minimum limit of One Million ($1,000,000) per claim. Such insurance shall name the Landlord, Landlord's Mortgagee, and any other parties designated by Landlord as additional insureds.

(d) Tenant shall, at all times during the term of this Lease and at Tenant's sole cost and expense, obtain and keep in force worker's compensation and employer's liability insurance in all states in which the Premises and any other operations of the Tenant are located and any other state in which the Tenant may be subject to any statutory or other liability arising in any manner whatsoever out of the actual or alleged employment of others.

(e) Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, obtain and keep in force or reimburse Landlord for the cost of:

(i) insurance against loss or damage to the Premises by fire and all other risks of physical loss covered by insurance of the type now known as Special Causes of Loss form, in an amount not less than the full replacement cost of the Premises (without deduction for depreciation), including the cost of debris removal and such endorsements as Landlord may reasonably require, including "Replacement Cost," "Agreed Amount," and Building Ordinance or Law; the property policy should also include:

a) flood insurance if the Buildings are located in a Special Flood Hazard Area (SFHA) as designated by the Director of the Federal Emergency Agency, in sufficient amounts as determined by Landlord;

b) earth movement insurance for the full replacement cost of the property or the amount as would, in light of the risks insured and the cost of premiums for such insurance, be maintained by a prudent operator of property similar in use and locale, in any event, no less than the Probable Maximum Loss (PML) for property in high hazard seismic zones; and

c) the property insurance policy should not have an exclusion for terrorism.

(ii) boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, ventilation and air conditioning equipment, and

elevator and escalator equipment, provided the Premises contain equipment of such nature and insurance against loss of occupancy or use arising from any breakdown of any such items, in such amounts as Landlord may reasonably determine;

(iii) business interruption insurance, on an actual loss sustained basis, insuring 12 months gross income from the Premises, including the Base Rent payable to Landlord, if the Premises are destroyed or rendered untenantable by any cause insured against It being understood that the existence of such insurance does not reduce Tenant's obligation to pay Base Rent without diminution.

(f) insurance in amounts and against such other risks as Landlord or Mortgagee may reasonably require and against such risks as are customarily insured against by operators of similar properties.

(g) In addition, during any period of demolition or new construction or improvements, Tenant shall maintain the following insurance: (i) completed value, non-reporting builders risk insurance for the Premises, including all building materials thereon, covering all risk including collapse during construction, water damage, flood, earthquake and transit coverage, not less than the cost of the construction of the Improvements or alterations and including a "no permission to occupy" condition; and (ii) obtain evidence of the contractor's general liability, including contractual liability and workers compensation, as required by statute.

(h) All insurance required to be maintained by Tenant under this paragraph 11 and all renewals thereof shall be issued by good and responsible companies qualified to do and doing business in the state of where the Premises are located and having an S&P claims paying ability rating of at least "A" and shall be reasonably satisfactory to Landlord. All deductible amounts shall be in amounts as reasonably approved by Landlord. Each policy to be maintained by Tenant shall expressly provide that the policy shall not be canceled or altered without fifteen (15) days' prior written notice to Landlord and Mortgagee and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of fifteen (15) days shall have expired. All insurance under this paragraph 11 to be maintained by Tenant shall designate Landlord, Mortgagee, and any other parties designated by Landlord as an additional insured and loss payee, and shall be primary and noncontributing with any insurance which may be carried by Landlord. Tenant may carry such insurance under "blanket" policies. Tenant shall deliver to Landlord a copy of each insurance policy, or a certificate of such insurance acceptable to Landlord, together with a copy of the declaration page for each such policy. Renewal certificates should be provided no later than thirty (30) days prior to the expiration date of each policy. Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them and all premiums paid by Landlord shall be payable by Tenant as Additional Rent on demand. If Tenant fails to provide to Landlord the policies of insurance required by this Section, Landlord may, but shall not be obligated to, procure such insurance for such risks covering Landlord's interest, and Tenant will pay all premiums thereon promptly upon demand by Landlord, and until such payment is made by Tenant, the amount of all such premiums shall bear interest at the Overdue Rate. Tenant shall pay to Landlord, immediately upon demand all costs incurred by Landlord to obtain and maintain in effect the policies of insurance required under this paragraph 11 or otherwise required by Landlord.

(i) Tenant and Landlord both mutually agree to waive all rights of subrogation against each other on insurance required under this paragraph 11. Additionally, both Landlord and Tenant, as applicable, either prior to or immediately after the Commencement Date, procure from each of their respective insurers providing the insurance required by this paragraph 11, a waiver of all rights of subrogation which such insurer might otherwise, if at all, have to any claims against Landlord or Tenant, as applicable. Tenant shall have the right to adjust losses under all policies of property insurance required by this Lease and Landlord shall have the right to participate in such process. If Tenant fails to adjust losses in a diligent manner, Landlord may, upon two (2) Business Days' notice, assume control of the adjustment process.

(j) During the continuance of any Event of Default or as required by a Mortgagee, Tenant shall pay to Landlord on the first day of each calendar month an amount equal to one twelfth (1/12) of the premiums for the insurance required by this paragraph 11, as reasonably estimated by Landlord on the basis of bills and estimates thereof. If such premium payments shall have been made by Tenant, such amounts shall be held by Landlord or Mortgagee, without interest, and shall not be deemed to be trust funds and may be commingled with the general funds of Landlord or Mortgagee. Landlord shall apply such amounts to the payment of the insurance premiums with respect to which such amounts were paid, subject to any rights of Mortgagee thereto. Landlord shall make no charge for holding and applying such amounts. If at any time the amount on deposit pursuant to this paragraph 11(j) shall be less than the amount deemed necessary by Landlord to pay such premiums as they become due, Tenant shall pay to Landlord the amount necessary to make the deficiency within ten (10) calendar days after receipt of written notice from Landlord requesting payment thereof. Upon the expiration or termination of the term of this Lease (other than as a result of an Event of Default), Landlord shall promptly refund, and cause its Mortgagee to refund, to Tenant any amount held by Landlord or its Mortgagee pursuant to this paragraph 11. Landlord will use commercially reasonable efforts to obtain Mortgagee's agreement not to have property and casualty insurance premiums held by Landlord or Mortgagee as set forth in this paragraph 11(j) (it being agreed that so long as Landlord uses commercially reasonable efforts, Landlord shall not be obligated to Tenant to obtain Mortgagee's agreement not to so hold property and casualty insurance premiums).

12. COMPLIANCE WITH LAWS, COVENANTS

Tenant shall throughout the Term promptly comply or cause compliance with or remove or cure any violation of any and all present and future laws including the Americans with Disabilities Act of 1990, as the same may be amended from time to time, ordinances (zoning or otherwise), orders, rules, regulations and requirements of all Federal, State, municipal and other governmental bodies having jurisdiction over the Premises and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Premises (collectively, "**Legal Requirements**"), or any portion thereof, or the sidewalks, curbs, roadways, alleys or entrances adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use of the Premises, or such adjacent or appurtenant facilities, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby shall have been foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change in governmental policy, or require structural or extraordinary repairs, alterations or additions by Tenant and

irrespective of the amount of the costs thereof. Tenant, at its sole cost and expense, shall comply with all agreements, contracts, easements, restrictions, reservations or covenants, if any, running with the Land or hereafter created by Tenant or consented to, in writing, by Tenant or requested, in writing, by Tenant. Tenant shall also comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Premises and required to be obtained and maintained by Tenant under the terms of paragraph 11 hereof and shall comply with all development permits issued by governmental authorities issued in connection with development of the Premises; provided, however, Landlord agrees, upon request of Tenant, to sign promptly and without a charge therefor (except as provided in the final sentence of this subparagraph) any applications or filings (1) for such licenses and permits as may be required by Legal Requirements for the conduct, operation or restoration of the Premises and the business to be conducted therein in accordance with the terms hereof, and (2) the maintenance of the existing zoning for each Site to continue to permit Tenant's use thereof, in both cases where the signature of Landlord is required by Legal Requirements in force at the time. All costs incurred by Landlord in connection with obtaining any such licenses and permits and zoning matters shall be borne by Tenant.

If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of paragraphs 6 or 26, or to take out, pay for, maintain and deliver any of the insurance policies or certificates of insurance provided for in paragraph 11, or shall fail to make any other payment or perform any other act on its part to be made or performed hereunder, then Landlord, after ten (10) calendar days prior written notice to Tenant (or without notice in situations where Landlord determines that delay is likely to cause harm to Landlord's interest in the Premises), and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may, but shall be under no obligation to do so,

(i) pay any Imposition payable by Tenant pursuant to this Lease; or

(ii) make any other payment or perform any other act on Tenant's part to be paid or performed hereunder which Tenant shall not have performed within the time required therefor, except that any time permitted to Tenant to perform any act required by this paragraph shall be extended for such reasonable period not to exceed one hundred eighty (180) calendar days as may be necessary to effectuate such performance, provided throughout such time Tenant is continuously, diligently and in good faith prosecuting such performance.

Landlord may enter upon the Premises for any such cure purpose set forth in this paragraph 12 and take all such action in or on the Premises as may be necessary therefor pursuant to this paragraph 12. All sums, reasonable under the circumstances, actually so paid by Landlord and all costs and expenses, including attorney's fees, incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Overdue Rate and an administrative fee equal to three percent (3%) of all such costs and expenses, shall be paid by Tenant to Landlord within ten (10) days of receipt of demand and submission of reasonable evidence of such expenditures. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant, and which would have been payable upon such insurance, but Landlord shall also be entitled to recover, as damages for such breach, the uninsured amount of any loss, damages, costs and expenses of suit, including attorney's fees,

suffered or incurred by reason of damage to or destruction of the Premises, or any portion thereof or other damage or loss which Tenant is required to insure against hereunder, occurring during any period when Tenant shall have failed or neglected to provide insurance as aforesaid.

13. PARTIAL TAKING

If less than substantially all of any Site shall be taken for public or quasi-public purposes, Tenant will promptly, at its sole cost and expense, restore, repair, replace or rebuild the improvements so taken in conformity with the requirements of paragraph 9 as nearly as practicable to the condition, size, quality of workmanship and market value thereof immediately prior to such taking, without regard to the adequacy of any condemnation award for such purpose. There shall be no abatement of Rent during such period of restoration. In performing its obligations, Tenant shall be entitled to all condemnation proceeds available to Landlord for restoration or repair of the Premises under the same terms and conditions for disbursement set forth for casualty proceeds in paragraph 10 hereof, including such proceeds being made available by Mortgagee. Tenant shall, at its sole cost and expense, negotiate and, if necessary, litigate, the amount of the award, and Landlord shall have the right to participate in such process, and if Tenant fails to diligently prosecute such efforts, Landlord may take control of the process. Any condemnation proceeds in excess of the amounts as are made available to Tenant for restoration or repair of the Premises, shall be the sole and exclusive property of Landlord. Tenant shall have the right to participate in condemnation proceedings with Landlord, and shall be entitled to receive any award made by the condemning authority in respect of business loss or, if available, business relocation and any other claim permitted by law (including Tenant's Leasehold interest) which does not, in any such case, diminish Landlord's recovery.

14. SUBSTANTIAL TAKING

If (a) all or substantially all of any Site shall be taken for public or quasi-public purposes, and (b) Tenant determines that such event has rendered the Site unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business, then Tenant, in lieu of rebuilding as contemplated by paragraph 13, shall, not later than 90 days after such occurrence (including a final determination of the condemnation award associated therewith), deliver to Landlord (i) notice of its intention to terminate this Lease solely for that portion of the Site constituting such taken Site on a date occurring not more than 180 calendar days nor less than 90 calendar days after such notice (the **"Site Termination Date"**), and (ii) a certificate by the president or a vice president of Tenant or Guarantor describing the event giving rise to such termination, stating that such event has rendered such taken Site unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business. As of the Site Termination Date, (1) this Lease shall no longer apply to such Site, except for liabilities which accrued prior thereto related to such condemned Site, (2) this Lease shall remain in full force and effect for the remaining Sites and in no event shall the Base Rent be reduced or abated in any respect, (3) Landlord and Tenant shall execute an amendment to this Lease confirming the foregoing, which amendment shall be prepared by or on behalf of Landlord, and (4) Tenant shall pay all of Landlord's reasonable costs and expenses (including attorney's fees and expenses) related to all of the foregoing.

15. DEFAULT: EVENTS OF DEFAULT

The occurrence and continuance beyond applicable notice, grace and cure periods, if any, of any one or more of the following events ("**Event of Default**") shall constitute a breach of this Lease by Tenant:

(a) Tenant fails to pay any Base Rent as and when such Base Rent becomes due, and such failure continues for ten (10) calendar days after receipt of written notice thereof, provided that if Tenant is more than ten (10) calendar days late in the payment of Base Rent once in any twelve (12) consecutive month period, only one notice need be given by Landlord during such 12 month period and any subsequent failure to pay Base Rent on or before its due date within such twelve (12) consecutive months shall constitute an Event of Default after ten (10) calendar days without notice; or

(b) Tenant fails to pay any Additional Rent as and when such Additional Rent becomes due and payable and such failure continues for more than ten (10) calendar days after receipt of written demand from Landlord thereof to Tenant; or

(c) Tenant fails to deliver the Subordination, Non-Disturbance and Attornment Agreement or estoppel certificate within ten (10) calendar days after written notice that the 10-business day period in paragraph 17(a) has expired; or

(d) An Event of Default under paragraph 25, subletting/assignment; or

(e) Tenant fails to perform or breaches any agreement or covenant of this Lease not separately covered in this paragraph 15 to be performed or observed by Tenant as and when performance or observance is due and such failure or breach continues for more than thirty (30) calendar days after Landlord's giving written notice thereof to Tenant; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of thirty (30) calendar days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) calendar days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach within a reasonable time not to exceed one hundred eighty (180) calendar days; or

(f) Tenant (i) files, or consents by answer or otherwise to the filing against Tenant of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (ii) makes an assignment for the benefit of Tenant's creditors, (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property, or (iv) takes action for the purpose of any of the foregoing; or

(g) A court or government authority enters an order, and such order is not stayed or vacated within ninety (90) calendar days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or with respect to any substantial part of Tenant's property, or (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy, insolvency or other debtors'

relief law of any jurisdiction, or (iii) ordering the dissolution, winding-up or liquidation of Tenant; or

(h) An event of default shall occur under any Leasehold Mortgage, loan agreement, indenture or other agreement related to Debt of Tenant or Guarantor securing or relating to an amount in excess of $10,000,000 and which event of default gives the lenders (or other parties) under such loan agreement, indenture or other agreement the right to accelerate such Debt or other obligations secured thereby. Tenant shall promptly give notice of any such default or acceleration to Landlord; or

(i) Any representation or warranty of Tenant contained in any certificate, statement or other writing required by paragraph 20 of this Lease to be delivered to Landlord or Mortgagee shall have been false as of the date it was made; or

(j) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not stayed or vacated within thirty (30) calendar days; or

(k) Tenant shall abandon any Site for one hundred eighty (180) calendar days. Notwithstanding the foregoing, Tenant shall have the right, under this Lease, to abandon up to two (2) Sites at any one time in the aggregate under this Lease, provided that Tenant shall not abandon the Property 950 McCarty or the Property Las Vegas, and further provided that so long as during such period of abandonment, (i) Tenant continues to pay Rent and maintain the Premises at such Sites in accordance with this Lease, (ii) Tenant maintains a security system and performs monthly inspections of such Sites, and (iii) Tenant provides Landlord with the right to inspect such Sites on an annual basis and Tenant pays for the costs of such inspections;

(l) Any judgment or order for the payment of money not covered by insurance proceeds in excess of $10,000,000 shall be rendered against Tenant or Guarantor and not paid within thirty (30) calendar days after all rights to appeal shall have expired; or

(m) Tenant fails to pay any insurance premiums when due or otherwise fails to continuously maintain all insurance required to be maintained by Tenant in accordance with the terms and conditions of this Lease; or

(n) Any one of Guarantor or Tenant or anyone claiming on behalf of either party asserts any claim that the Guaranty is not then in full force and effect; or

(o) An "Event of Default" occurs and is continuing under the Guaranty, as defined therein.

Landlord may treat the occurrence of any one or more of the foregoing Events of Default as a breach of this Lease. For so long as such Event of Default continues, Landlord, at its option and with or without notice or demand of any kind to Tenant or any other Person, may have any one or more of the remedies provided in this Lease, in addition to all other remedies and rights provided at law or in equity.

16. REMEDIES

Upon the occurrence and continuance beyond any applicable notice, grace and cure period, if any, of an Event of Default, Landlord shall, in addition to, and not in derogation of any remedies for any preceding breach, with or without notice of demand (except as otherwise expressly provided herein) and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Event of Default have all of the following remedies available:

(a) Landlord shall have the right to terminate Tenant's right to possession of the Premises and repossess the Premises by any lawful means without terminating this Lease. Landlord shall use good faith and reasonably prompt efforts, to the extent required by applicable law of the state where the Premises are located, to re-let the Premises for the account of Tenant for such rent and upon such terms as may be satisfactory to Landlord. For the purposes of that re-letting, Landlord may repair, and perform normal remodeling and alterations to the Premises. If Landlord fails to re-let the Premises, Tenant shall pay to Landlord the Rent in this Lease for the balance of the Term as those amounts become due in accordance with the terms of this Lease. If Landlord re-lets the Premises, but fails to realize a sufficient sum from the re-letting to pay the full amount of Rent in this Lease for the balance of the Term as those amounts become due in accordance with the terms of this Lease, after paying all of the costs and expenses of all normal and customary decoration, repairs, remodeling, alterations and additions and the expenses of the re-letting and of the collection of the rent accruing from the re-letting, Tenant shall pay to Landlord the amount of any deficiency upon Landlord's demand from time to time made.

(b) Landlord shall have the right at any time to give a written termination notice to Tenant and, on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, Landlord shall have the right to recover from Tenant:

(i) The worth at the time of determination of all unpaid Rent which had been earned at the time of termination;

(ii) The worth at the time of determination of the amount of all unpaid Rent for the balance of the then-Term of this Lease after the time of termination excluding the potential Lease term under any unexercised options for any Extension Terms reduced only to the extent of net rental proceeds actually received from any subsequent replacement tenant(s) for any Site; and Landlord shall use reasonable efforts to mitigate its damages by re-letting, or attempting to re-let, any Site to any replacement tenant(s); and

(iii) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform all of Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of determination" of the amounts referred to in clause (i) above shall be computed by allowing interest at the Overdue Rate. The "worth at the time of determination" of the amount referred to in clause (ii) above shall be computed by discounting such amount to present value by using the discount rate equal to the then Treasury Rate. For the purpose of determining unpaid Rent under clause (i) and (ii) above, the Rent reserved in this Lease shall be deemed to be the total Rent payable by Tenant under paragraph 5 hereof.

(c) Even if Landlord terminates Tenant's possession under this Lease, this Lease shall continue in effect and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of the Lease unless and until written notice of such termination is given by Landlord to Tenant. Landlord shall have unrestricted rights of entry for such purposes following an Event of Default. Landlord shall be entitled to an administrative fee of three percent (3%) of all amounts expended under this paragraph 16.

(d) All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of Base Rent or Additional Rent. If Tenant fails to pay any sum of money to be paid by Tenant or to perform any other act to be performed by Tenant under this Lease as and when due or required to be performed, Landlord shall have the right, but shall not be obligated, and without waiving or releasing Tenant from any obligations of Tenant, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed Additional Rent hereunder and shall be payable by Tenant to Landlord within 10 calendar days from receipt of written demand, together with interest on all such sums from the date of expenditure by Landlord to the date of repayment by Tenant at the Overdue Rate. Landlord shall have, in addition to all other rights and remedies of Landlord, the same rights and remedies in the event of the nonpayment of such sums (plus interest at the Overdue Rate) by Tenant as in the case of default by Tenant in the payment of Rent.

(e) If an Event of Default by Tenant pursuant to paragraph 15(k) above shall have occurred, or Tenant is dispossessed by process of law or otherwise, any movable furniture, equipment, trade fixtures or personal property belonging to Tenant and left in the Premises, or any portion thereof, including any Site, shall be deemed to be abandoned, at the option of Landlord, and Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner. If any Event of Default by Tenant pursuant to paragraph 15(k) above shall have occurred, Landlord shall have the right, but not the obligation, to sublet the Premises, or any portion thereof, including any Site, on reasonable terms for the account of Tenant, and Tenant shall be liable for all costs of such subletting, including the cost of preparing the Premises, or any portion thereof, including any Site, for subtenants and leasing commissions paid to brokers.

(f) Landlord shall be entitled to collect from Tenant Landlord's costs and expenses, including attorneys' fees and expenses, in connection with the enforcement of its remedies and/or the defense of any matter, including during an appeal and whether suit is actually filed or not.

(g) Upon the occurrence of and during the continuance of an Event of Default, Landlord shall have the right to commence an action in any court of competent jurisdiction located in the State of Texas for the purpose of adjudicating the Event of Default and any or all of Landlord's rights and remedies under the Lease. Tenant hereby consents to the exercise of personal jurisdiction over Tenant in any such court in Texas and to Harris County as the choice of venue. Upon adjudication of Landlord's rights under the Lease, the Landlord, at its option,

shall have the right to file additional actions in any and all States in which the Sites are located for the purpose of enforcing Landlord's rights under the Lease, including without limitation, obtaining orders of possession for the Sites located in such State.

17. SUBORDINATION

(a) Subordination, Non-Disturbance. Tenant agrees at any time hereafter, and from time to time within ten (10) Business Days of receipt of written request of Landlord, to execute and deliver to Landlord at Landlord's election either (1) an instrument in the form customarily used by any institutional investor becoming a Mortgagee, provided such form is reasonably acceptable to Tenant or (2) a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit D (in either such case, such instrument, release, document, or agreement is herein called the **"Subordination, Non-Disturbance and Attornment Agreement"**), in either case subjecting and subordinating this Lease to the lien of any Mortgage, which at any time may be placed upon the Premises, or any portion thereof, by Landlord, and to any replacements, renewals, amendments, consolidations, modifications, extensions or refinancing thereof. It is agreed, nevertheless, that so long as there exists no Event of Default, such Subordination, Non-Disturbance and Attornment Agreement shall not interfere with, hinder or reduce the right of Tenant to continue to occupy the Premises, and all portions thereof, and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease. The costs of preparing and recording such document shall be borne by Landlord, but Tenant shall be responsible for its own counsel fees.

(b) Mortgagee Protection Clause. In the event of any act or omission of Landlord constituting a default by Landlord, Tenant shall not exercise any remedy until ten (10) Business Days after Landlord and any Mortgagee of the Premises has received written notice of such act or omission, to allow Landlord or Mortgagee to remedy such act or omission. However, if such act or omission cannot, with due diligence and in good faith, be remedied within such period or cannot be cured simply by the payment of money, Landlord and Mortgagee shall be allowed such further period of time as may be reasonably necessary provided that it commences remedying the same with due diligence and in good faith and thereafter diligently prosecutes such cure, provided such cure period shall not extend beyond one hundred eighty (180) calendar days after the notice of such default. Nothing herein contained shall be construed or interpreted as requiring any Mortgagee receiving such notice to remedy such act or omission.

(c) Attornment. If any Mortgagee shall succeed to the rights of Landlord under this Lease or to ownership of the Premises, whether through possession or foreclosure or the delivery of a deed to the Premises in lieu of foreclosure, then such Mortgagee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date such Mortgagee acquired title to the Premises, and Tenant shall attorn to and recognize such Mortgagee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument consistent with the Subordination, Non-Disturbance and Attornment Agreement that such Mortgagee may reasonably request to evidence such attornment (whether before or after the making of the Mortgage). In the event of any other transfer of Landlord's interest hereunder, such transferee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date of such transfer, Tenant shall attorn to and recognize such transferee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument consistent with the Subordination,

Non-Disturbance and Attornment Agreement that such transferee and Landlord may reasonably request to evidence such attornment.

(d) Acknowledgement. Upon ten (10) Business Days advance written notice, Tenant agrees to execute, acknowledge and deliver a document acknowledging the assignment by Landlord of this Lease to a Mortgagee, in a form then in use among institutional lenders, with such changes therein as may be reasonably requested by the Mortgagee.

18. LANDLORD'S RIGHT OF ENTRY

Landlord, Mortgagee, and their respective designees, shall have the right to enter the Premises, and any part of the Premises, at any time during normal business hours and any part of the Premises on two (2) Business Days' advance notice and to inspect the same, post notices of non-responsibility, monitor construction, perform appraisals, and perform environmental site assessments and engineering studies, and during the last twenty-four (24) months of the Term or at any time after the occurrence and continuance of an Event of Default, exhibit the Premises or any Site to prospective tenants, purchasers and mortgagees, and examine Tenant's books and records pertaining to the Premises, insurance policies, certificates of occupancy and other documents, records and permits in Tenant's possession with respect to the Premises all of which shall be customary and adequate and reasonably satisfactory to Landlord. Landlord agrees to protect, defend, indemnify and hold harmless Tenant, its members, directors, officers, employees and agents, from and against any and all claims, damages and liability arising out of injury to any person or damage to any property as a result of Landlord's activities on the Premises pursuant to this paragraph 18 and any activities under paragraph 26. Notwithstanding the foregoing, in no event shall Landlord be liable to Tenant for any consequential, speculative or punitive damages.

19. NOTICES

Notices, statements, demands, or other communications required or permitted to be given, rendered or made by either party to the other pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, when received by personal delivery or overnight delivery or overnight courier delivery (or, if such delivery is refused, upon the date that delivery would have occurred but for such refusal) addressed to the other parties as follows:

To Landlord:
iStar Busco Inc.
1114 Avenue of the Americas
27th Floor
New York, New York 10036
Attention: Chief Operating Officer
Telephone: (212) 930-9400
Facsimile: (212) 930-9494

With a copy to: iStar Financial Inc.
6565 North MacArthur Blvd., Suite 410
Dallas, TX 75039
Telephone: (972) 506-3131
Facsimile: (972) 501-0078

With a courtesy copy (which shall not constitute notice) to:

Katten Muchin Rosenman LLP
525 West Monroe Street
19th Floor
Chicago, Illinois 60661-3693
Attention: Gregory P. L. Pierce, Esq.
Telephone: (312) 902-5200
Facsimile: (312) 902-1061

To Tenant: 5430 LBJ Freeway
3 Lincoln Centre, Suite 1075
Dallas, TX 75240
Attn: George Maney, Chief Financial Officer
Telephone: (972) 354-3532
Facsimile: (972) 354-3524

and

950 McCarty Road
Houston, TX 77029
Attn: Elizabeth Chambers, Director of Real Estate
Telephone: (713) 670-3243
Facsimile: (713) 671-9816

With a copy to: Kohlberg & Co. LLC
111 Radio Circle Drive
Mount Kisco, NY 10549
Attn: Gordon H. Woodward

With a courtesy copy (which shall not constitute notice) to:

Brownstein Hyatt & Farber, P.C.
410 Seventeenth Street, 22nd Floor
Denver, CO 80202
Attn: Christopher D. Reiss, Esq.

Any party listed in this paragraph 19 may, by notices as aforesaid, designate a different address for addresses for notice, statements, demands or other communications intended for it.

20. ESTOPPEL CERTIFICATE; FINANCIAL DATA

(a) At any time and from time to time, Landlord and Tenant shall, within ten (10) Business Days after written request by the other party, execute, acknowledge and deliver to the other party a certificate certifying: (a) 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, and stating the date and nature of each modification); (b) the Commencement Date and the Lease Expiration Date determined in accordance with paragraph 4 and the Basic Lease Information, and the date, if any, to which all Rent and other sums payable hereunder have been paid; (c) the amount of Base Rent currently payable monthly, (d) that no notice has been received by such party of any default by such party hereunder which has not been cured, except as to defaults specified in such certificate; (e) that, to its knowledge, the other party is not in default under this Lease, except as to defaults specified in such certificate; and (f) such other matters as may be reasonably requested by the other party or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by the party receiving the same and any actual or prospective purchaser or mortgage lender of the Premises or any part thereof.

(b) Tenant shall, or shall cause Guarantor to, deliver to Landlord and to any Mortgagee, lender, or purchaser designated by Landlord the following information within ninety (90) days after the end of each fiscal year of Guarantor or such longer period as may be permitted by any nationally recognized stock exchange upon which Guarantor's capital stock is listed, an audited balance sheet of Guarantor and Guarantor's consolidated subsidiaries as at the end of such year, an audited statement of profits and losses of Guarantor and Guarantor's consolidated subsidiaries for such year, and an audited statement of cash flows of Guarantor and Guarantor's consolidated subsidiaries for such year, setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope and certified by independent certified public accountants of recognized national standing selected by Guarantor; and within forty-five (45) days or such longer period as may be permitted by any nationally recognized stock exchange upon which Guarantor's stock is listed after the end of each of the first three fiscal quarters of Guarantor a balance sheet of Guarantor and Guarantor's consolidated subsidiaries as at the end of such quarter, statements of profits and losses of Guarantor's consolidated subsidiaries for such quarter and a statement of cash flows Guarantor and Guarantor's consolidated subsidiaries for such quarter, setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year (or in the case of an interim balance sheet, to the end of the prior year), in reasonable detail and scope, and certified to be complete and accurate by a financial officer of Tenant and Guarantor having knowledge thereof; the foregoing financial statements all being prepared in accordance with generally accepted accounting principles, consistently applied. If and so long as Guarantor is a reporting company under the Securities and Exchange Act of 1934, as amended, the foregoing requirements of this paragraph 20(b) will be satisfied by the delivery of Guarantor's Forms 10-K, 10-Q and annual reports promptly upon their filing with the Securities and Exchange Commission. If and so long as the iStar Loan Agreement is outstanding, the delivery by Guarantor to iStar of the financial information required to be delivered in accordance with the terms of the iStar Loan shall satisfy the requirements of financial reporting to Landlord pursuant to this paragraph 20(b). In addition to the above, Tenant shall deliver to Landlord an annual Site operating expense statements for each Site in detail reasonably satisfactory to Landlord and certified to be materially complete and accurate by an officer of Tenant or Guarantor.

(c) Upon ten (10) calendar days' prior written notice, Tenant, including each entity comprising Tenant, and Guarantor will permit Landlord and its professional representatives to visit Tenant's and Guarantor's offices, and discuss Tenant's and Guarantor's affairs and finances with appropriate officers, and will make available such information as Landlord may reasonably request bearing on the Tenant, Guarantor, the Premises or this Lease as Tenant or Guarantor may maintain in the ordinary course of business. Landlord shall agree to maintain the confidentiality of any information designated by Tenant or Guarantor as "nonpublic" and subject to the terms of paragraph 20(b) above.

21. MECHANICS' LIENS

(a) Except for liens created through the act of Landlord, Tenant shall not suffer or permit any mechanic's lien or other lien to be filed or recorded against the Premises, equipment or materials supplied or claimed to have been supplied to the Premises at the request of Tenant, or anyone holding the Premises, or any portion thereof, through or under Tenant. If any such mechanic's lien or other lien shall at any time be filed or recorded against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record or bonded over within thirty (30) calendar days after the date of filing or recording of the same. However, in the event Tenant desires to contest the validity of any lien it shall (i) on or before thirty (30) calendar days prior to the due date thereof (but in no event later than 30 calendar days after the filing or recording thereof), notify Landlord, in writing, that Tenant intends to so contest same; (ii) on or before the due date thereof, if such lien involves an amount in excess of $100,000 or if any Mortgagee so requires, deposit with Landlord security (in form and content reasonably satisfactory to Landlord or Mortgagee) for the payment or bonding over of the full amount of such lien, and from time to time deposit additional security so that, at all times, adequate security will be available for the payment of the full amount of the lien together with all interest, penalties, costs and other charges in respect thereof.

If Tenant complies with the foregoing, and Tenant continues, in good faith, to contest the validity of such lien by appropriate legal proceedings which shall operate to prevent the collection thereof and the sale or forfeiture of the Premises, or any part thereof, to satisfy the same, Tenant shall be under no obligation to pay such lien until such time as the same has been decreed, by court order, to be a valid lien on the Premises. If an Event of Default exists, Landlord may apply any deposit then held by Landlord with respect to any such lien to discharge such lien. If no Event of Default exists, then any deposit then held by Landlord will be so applied upon Tenant's written direction. Any surplus deposit retained by Landlord, after the payment of the lien shall be repaid to Tenant. Provided that nonpayment of such lien does not cause Landlord to be in violation of any of its contractual undertakings, Landlord agrees not to pay such lien during the period of Tenant's contest. However, if Landlord pays for the discharge of a lien or any part thereof from funds of Landlord (and not amounts deposited with Landlord by Tenant for such event), any amount paid by Landlord, together with all costs, fees and expenses in connection therewith (including attorney's fees of Landlord plus an administration fee equal to three percent (3%) of such costs and expenses), shall be repaid by Tenant to Landlord within 10 calendar days of receipt of demand by Landlord, together with interest thereon at the Overdue Rate. Tenant shall indemnify and defend Landlord against and save Landlord and the Premises, and any portion thereof, harmless from and against all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including attorney's fees, resulting from the assertion, filing, foreclosure or other legal proceedings with

respect to any such mechanic's lien or other lien or the attempt by Tenant to discharge same as above provided.

(b) All materialmen, contractors, artisans, engineers, mechanics, laborers and any other Person now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Premises, or any portion thereof, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for the same. Notice is hereby given that Landlord shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of Landlord in and to the Premises, or any portion thereof.

(c) Tenant shall not create, permit or suffer, and, subject to the provisions of paragraph 21(a) hereof, shall promptly discharge and satisfy of record, any other lien, encumbrance, charge, security interest, or other right or interest which, as a result of Tenant's action or inaction contrary to the provisions hereof, shall be or become a lien, encumbrance, charge or security interest upon the Premises, or any portion thereof, or the income therefrom, other than Permitted Encumbrances. However, in the event Tenant desires to contest the validity of any other lien, encumbrance, charge, security interest, or other right or interest it shall (i) on or before sixty (60) calendar days prior to the due date thereof (but in no event later than sixty (60) calendar days after Tenant receives notice of the filing or recording thereof), notify Landlord, in writing, that Tenant intends to so contest same; (ii) on or before the due date thereof, if such lien, encumbrance, charge, security interest, or other right or interest involves an amount in excess of $50,000, bond over or deposit with Landlord or Mortgagee security (in form and content reasonably satisfactory to Landlord or Mortgagee) for the payment of the full amount of such lien, encumbrance, charge, security interest, or other right or interest, and from time to time deposit additional security so that, at all times, adequate security will be available for the payment or bonding over of the full amount of such lien, encumbrance, charge, security interest, or other right or interest together with all interest, penalties, costs and other charges in respect thereof.

22. END OF TERM

(a) Upon the expiration or earlier termination of the Term of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair, normal wear and tear excepted, suitable for the same use in which the Premises was intended as of the Commencement Date except as repaired, rebuilt or altered as required or permitted by this Lease (or, in the case of termination pursuant to paragraph 14, as condemned), with the Improvements, including all systems and components thereof, having a useful life of at least two (2) years as reasonably determined by Landlord, and Tenant shall surrender all keys to the Premises to Landlord at the place then fixed for notices to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any. Tenant shall also provide Landlord the current operating manuals and original warranties for the Improvements, to the extent applicable, pursuant to paragraph 9(c). Except as otherwise provided herein, Tenant shall at such time remove all of its property (including Tenant's Trade Fixtures therefrom and all alterations and improvements placed thereon by Tenant and not consented to by Landlord. Tenant shall repair any damage to the Premises caused by such removal, and any and all such property not so removed when required

shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant.

(b) If the Premises are not surrendered as above set forth, Tenant shall indemnify, defend and hold Landlord harmless from and against loss or liability resulting from the delay by Tenant in so surrendering Premises, including any claim made by any succeeding occupant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease for two (2) years. In addition to the foregoing, and in addition to the Additional Rent, Tenant shall pay in advance and on a monthly basis to Landlord a sum equal to 1/12 one hundred fifty percent (150%) of the Base Rent payable during the preceding year during each month or portion thereof for which Tenant shall remain in possession of the Premises or any part thereof after the termination of the Term or of Tenant's rights of possession, whether by lapse of time or otherwise. The provisions of this paragraph 22(b) shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein, at law or at equity.

(c) All property of Tenant not removed on or before the last day of the Term of this Lease shall be deemed abandoned. Tenant hereby agrees that Landlord may remove all property of Tenant, including Tenant's Trade Fixtures, from the Premises upon termination of this Lease and to cause its transportation and storage, all at the sole cost and risk of Tenant and Landlord shall not be liable for damage, theft, misappropriation or loss thereof and Landlord shall not be liable in any manner in respect thereto and Landlord shall be entitled to dispose of such property, as Landlord deems fit, without the requirement of an accounting. Tenant shall pay all costs and expenses of such removal, transportation and storage. Tenant shall reimburse Landlord upon demand for any expenses reasonably and actually incurred by Landlord with respect to removal or storage of abandoned property and with respect to restoring said Premises in accordance with the terms and conditions of this Lease, plus an administration fee equal to three percent (3%) of such expenses.

(d) Except for surrender upon the expiration or earlier termination of the Term hereof as expressly provided herein, no surrender to Landlord of this Lease or of the Premises shall be valid or effective unless agreed to and accepted in writing by Landlord.

23. ALTERATIONS

(a) Tenant shall obtain Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed so long as the value or utility of the Premises in its current use is not diminished thereby, before making any change in the structure of the Improvements or any building system costing at least or in excess of than $250,000. Subject to the terms of the preceding sentence, Tenant may make alterations, additions or improvements to the Premises costing less than $250,000 for a related set of project improvements, in the aggregate, without Landlord's consent only if (i) such alterations, additions or improvements will be in compliance with all applicable laws, codes, rules, regulations and ordinances, (ii) such alterations, additions or improvements will not reduce the fair market value or utility of the Premises in its permitted use, considered as unencumbered by this Lease, and (iii) such alterations, additions or improvements will not affect in any way the structural, exterior or roof elements of the Premises or mechanical, electrical, plumbing, utility or life safety systems of the Premises, but Tenant shall give prior written notice of any such alterations, additions or

improvements to Landlord. In all other cases, Landlord's prior written consent shall be required which consent shall not be unreasonably withheld, conditioned, or delayed so long as the value or utility of the Premises in its current use is not diminished thereby. Such consent shall provide whether such approved alterations, additions or improvements must be removed upon expiration of the Term of the Lease. At Landlord's option, any improvement made without Landlord's consent shall be removed and the area repaired at Tenant's expense at the termination of the Term.

(b) Intentionally omitted.

(c) All alterations, additions or improvements requiring Landlord's consent shall be made at Tenant's sole cost and expense as follows:

(i) Tenant shall submit to Landlord, for Landlord's written approval, not to be unreasonably withheld, conditioned or delayed, complete plans and specifications for all work to be done by Tenant. Such plans and specifications shall be prepared by the licensed architect(s) and engineer(s) approved in writing by Landlord, shall comply with all applicable codes, ordinances, rules and regulations, shall not adversely affect the structural elements of the Premises, shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Premises, and shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion.

(ii) Landlord shall notify Tenant in writing within thirty (30) calendar days whether Landlord approves, approves on condition that Tenant reverse the alteration at Tenant's expense at the termination or expiration of this Lease, or disapproves such plans and specifications (which disapproval shall contain the reasons for such disapproval). Tenant may submit to Landlord revised plans and specifications for Landlord's prior written approval, which approval shall not be withheld or delayed if (a) the work to be done would not, in Landlord's reasonable judgment, adversely affect the value, character, rentability or usefulness of the Premises or any part thereof, or (b) the work to be done shall be required by any Law (hereinafter defined). Tenant shall pay all costs, including the fees and expenses of the licensed architect(s) and engineer(s), in preparing such plans and specifications.

(iii) All changes (other than field changes for which no change order is proposed and which will be reflected in the final "as built" plans) in the plans and specifications approved by Landlord shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. If Tenant wishes to make such change in approved plans and specifications, Tenant shall have such architect(s) and engineer(s) prepare plans and specifications for such change and submit them to Landlord for Landlord's written approval. Landlord shall notify Tenant in writing promptly whether Landlord approves, approves on condition that Tenant reverse the alteration at Tenant's expense at the termination or expiration of this Lease, or disapproves such change (which disapproval shall contain the reasons for such disapproval). Tenant may submit to Landlord revised plans and specifications for such change for Landlord's written approval. After Landlord's written approval of such change, such change shall become part of the plans and specifications approved by Landlord.

(iv) Tenant shall obtain and comply with all building permits and other government permits and approvals required in connection with the work. Tenant shall, through

Tenant's licensed contractor, perform the work substantially in accordance with the plans and specifications approved in writing by Landlord. Tenant shall pay, as Additional Rent, the entire cost of all work (including the cost of all utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith) required to make the alterations, additions or improvements. Under no circumstances shall Landlord be liable to Tenant for any damage, loss, cost or expenses incurred by Tenant on account of any plans and specifications, contractors or subcontractors, design of any work, construction of any work, or delay in completion of any work.

(v) Tenant shall give at least ten (10) calendar days prior written notice to Landlord of the date on which construction of any work to be done by outside contractors which involves the roof, a structural element of the building, or otherwise requires Landlord's approval or consent. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord and the Premises, or any portion thereof, from liens, and to take any other action Landlord deems necessary to remove or discharge Liens at the expense of Tenant.

(vi) All alterations, additions, improvements, and fixtures, whether temporary or permanent in character, made in or to the Premises by Tenant, shall become part of the Premises and Landlord's property, except those which are readily removable without causing material damage to the Premises (which shall be and remain the property of Tenant). Upon termination or expiration of this Lease, Tenant shall, at Tenant's expense, remove all movable furniture, equipment, trade fixtures, office machines and other personal property (including Tenant's Trade Fixtures) from the Premises (but not the Improvements) and repair all damage caused by such removal. Termination of this Lease shall not affect the obligations of Tenant pursuant to this paragraph 23(c) to be performed after such termination.

(vii) Promptly following the completion of any alteration, addition, or improvement to the Premises, Tenant shall furnish Landlord with a copy in electronic form acceptable to Landlord of the complete plans and specifications for such work (including, if available, so-called "as-built" plans and specifications).

24. MEMORANDUM OF LEASE

The parties agree to promptly execute a Memorandum of Lease in recordable form and either of the parties shall have the right, without notice to the other party, to record such Memorandum of Lease. If a Memorandum of Lease is recorded, Landlord and Tenant shall execute such customary amendments and terminations related thereto as may be required or requested by Landlord or Tenant within ten (10) calendar days of receipt thereof.

25. SUBLETTING/ASSIGNMENT

(a) None of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, or CUSA EE shall, directly or indirectly, without the prior written consent of Landlord and Mortgagee, in their reasonable discretion, assign this Lease or any interest herein, or any interest in any such Tenant, or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any Person other than Tenant. The reasonable discretion of Landlord and Mortgagee with respect to the proposes assignee or sublessee may be based on the following: (i)

credit, (ii) capital structure, (iii) management, (iv) operating history, and (v) proposed use of the Premises. This Lease shall not, nor shall any interest herein, be assignable as to the interest of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, or CUSA EE involuntarily or by operation of law without the prior written consent of Landlord and Mortgagee in their respective sole and absolute discretion. Notwithstanding the foregoing, the Tenant may sublease vacant land and up to twenty-five percent (25%) of the square footage of improvements of any Site without the prior written consent of Landlord or Mortgagee.

For purposes of this paragraph 25(a), the occurrence of a Corporate Control Event shall be deemed to be an assignment of this Lease which is prohibited by the preceding paragraph unless (i) Tenant obtains Landlord's and Mortgagee's prior written consent as set forth above, (ii) the surviving entity in any merger or consolidation which is a Corporate Control Event has a Credit Rating meeting the Investment Grade Criteria (determined on a pro forma post-merger or post-consolidation basis), (iii) the acquiror from Tenant or Guarantor has a Credit Rating meeting the Investment Grade Criteria, following a Corporate Control Event which results from a sale of substantially all the assets of Tenant or Guarantor (determined on a pro forma post-sale basis), (iv) the Tenant or Guarantor has a Credit Rating meeting the Investment Grade Criteria, following a Corporate Control Event which results from a Person, other than an Affiliate of any of Tenant or Guarantor, acquiring fifty percent (50%) or more of the voting securities of Tenant or Guarantor (determined on a pro forma post-acquisition basis), or (v) upon (a) the sale of all or substantially all of the assets of CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, CUSA EE, or Guarantor (and in connection with the assignment of this Lease to such purchaser) or (b) the sale of all of the equity interests in either CUSA CC, CUSA GCBS, CUSA BCCAE, ACL, CUSA K-TCS, CUSA GCT, and CUSA EE, as a group, or Guarantor, the purchaser of such assets or equity interests has used not less than $53,000,000.00 of its funds as either equity or subordinated debt and Tenant and Guarantor has presented evidence thereof satisfactory to Landlord of such facts (which evidence may include a certified statement of the sources of all funds used to acquire such assets or equity interests). Notwithstanding the above to the contrary, if such an assignment or claimed assignment in connection with a Corporate Control Event occurs without Landlord's or Mortgagee's prior written consent, Tenant shall deliver written evidence to Landlord, reasonably satisfactory to the Landlord, that the terms and conditions of this subparagraph have been complied with within ten (10) calendar days of the occurrence of such Corporate Control Event.

Any of the foregoing prohibited acts without such prior written consent of Landlord and Mortgagee, if required, shall be void and shall, at the option of Landlord or Mortgagee, constitute an immediate Event of Default that entitles Landlord to all remedies available at law and pursuant to this Lease. Tenant agrees that the instrument by which any assignment or sublease to which Landlord and Mortgagee consent is accomplished shall expressly provide that the assignee or subtenant will perform all of the covenants to be performed by Tenant under this Lease (in the case of a partial assignment or a sublease, only insofar as such covenants relate to the portion of the Premises subject to such partial assignment or a sublease) as and when performance is due after the effective date of the assignment or sublease and that Landlord will have the right to enforce such covenants directly against such assignee or subtenant. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void. Unless and until expressly released by Landlord and Mortgagee, Tenant shall in all cases remain primarily liable (and not liable merely as a guarantor or surety) for the

performance by any assignee or subtenant of all such covenants, as if no assignment or sublease had been made.

(b) If Landlord and Mortgagee consent in writing, Tenant may complete the intended assignment or sublease subject to the following conditions: (i) no assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease, in compliance with paragraph 25(a), has been delivered to Landlord and Mortgagee, (ii) no assignee or subtenant shall have a right further to assign or sublease without the prior written consent of Landlord and Mortgagee, (iii) Landlord and Mortgagee shall have determined in their sole judgment that the portion of the Premises so assigned or sublet shall not in any way impair the business operations on the Premises. No sublet of an entire Site shall be permitted unless the rental payments from such subtenant to Tenant and paid by Tenant to Landlord pursuant to this paragraph 25(b) qualify as "rent from real property" under Section 856 of the Internal Revenue Code of 1986, as amended.

(c) Unless and until expressly released by Landlord and Mortgagee (it being agreed that neither Landlord nor Mortgagee shall be required to give such release), no assignment or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease (which shall continue as the obligations of a principal and not of a guarantor or surety) or alter the primary liability of Tenant to pay all Rent and to perform all obligations to be paid and performed by Tenant. The acceptance of Rent by Landlord from any other Person shall not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or subleases or amendments or modifications to this Lease with assignees, subtenants or successor of Tenant, without notifying Tenant or any successor of Tenant and without obtaining any consent thereto from Tenant or any successor of Tenant, and such action shall not release Tenant from liability under this Lease.

(d) Except (i) as specifically set forth in paragraph 27, or (ii) in accordance with the terms of the iStar Loan Agreement and BOA Loan Agreement, and any amendment, restatement, modification or replacement thereof consented to by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant shall have no right to mortgage, grant a lien upon, encumber or otherwise finance Tenant's interest under this Lease or record a lien upon Tenant's interest in the Premises under this Lease, and Tenant shall not permit, cause or suffer to be recorded in the real estate records of the county in which any of the Premises are located any mortgage, deed to secure debt, deed of trust, assignment, UCC financing statement or any other document granting, perfecting, or recording a lien upon Tenant's interest in this Lease or interest in the Premises under this Lease.

(e) If Tenant shall assign this Lease or sublet the Premises or any portion thereof to any Person other than Landlord, or request the consent of Landlord and Mortgagee to any assignment, subletting, or other action which requires Landlord's consent hereunder, Tenant shall pay (i) Landlord's processing fee in each instance equal to $1,000.00 (such amount shall be increased by ten percent (10%) upon each of the 5th, 10th, 15th, 20th, 25th, 30th, 35th, and 40th year

anniversary of the Commencement Date) and (iii) Landlord's and Mortgagee's attorneys' fees and costs incurred in connection therewith.

(f) Tenant agrees to give notice to Mortgagee of any request for consent to any assignment or transfer of the Lease or subletting of all or any portion of the Premises simultaneously with delivery of notice thereof to Landlord.

26. HAZARDOUS MATERIAL

(a) Tenant (i) shall comply, and cause the Premises to comply, with all Environmental Laws (as hereinafter defined) applicable to the Premises (including the making of all submissions to governmental authorities required by Environmental Laws and the carrying out of any remediation program specified by such authority), (ii) shall prohibit the use of the Premises for the generation, manufacture, refinement, production, or processing of any Hazardous Material (as hereinafter defined) or for the storage, handling, transfer or transportation of any Hazardous Material (other than in connection with the operation, business and maintenance of the Premises, including fuel and other petroleum products used in Tenant's operations, and in commercially reasonable quantities as a consumer thereof and supplier of consumer products and in compliance with Environmental Laws), (iii) shall not permit to remain, install or permit the installation on the Premises of any surface impoundments, underground storage tanks (other than the Underground Tanks in accordance with the provisions of paragraph 26(f) below), pcb-containing transformers or asbestos-containing materials, and (iv) shall cause any alterations of the Premises to be done in a way so as to not expose in an unsafe manner the persons working on or visiting the Premises to Hazardous Materials and in connection with any such alterations shall remove any Hazardous Materials present upon the Premises which are not in compliance with Environmental Laws or which present a danger to persons working on or visiting the Premises.

(b) "**Environmental Laws**" means the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§6901, et seq. (RCRA), as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 et seq. (CERCLA), as amended, the Toxic Substance Control Act, as amended, 15 U.S.C. §§2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §§136 et seq., and all applicable federal, state and local environmental laws, ordinances, rules and regulations, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted, and any other federal, state or local laws, ordinances, rules and regulations, now or hereafter existing relating to regulations or control of Hazardous Material or materials. The term "Hazardous Materials" as used in this Lease shall mean substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in any applicable federal, state or local statute, rule, regulation or determination, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§1801, et seq.; the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, et seq.; and, asbestos, pcb's, radioactive substances, methane, volatile hydrocarbons, petroleum or petroleum-derived substances or wastes, radon, industrial solvents or any other material as may be specified in applicable law or regulations.

(c) Tenant agrees to protect, defend, indemnify and hold harmless Landlord, its members, directors, officers, employees and agents, and any successors to Landlord's interest in the chain of title to the Premises, their direct or indirect members, partners, directors, officers, employees, and agents (collectively, the "**Indemnified Party**"), from and against any and all liability, including all foreseeable and all unforeseeable damages including attorney's and consultant's fees, fines, penalties and civil or criminal damages, directly or indirectly arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Premises prior to or during the Term of this Lease, including for all matters listed on Exhibit F attached hereto, and the cost of any required or necessary repair, response action, remediation, investigation, cleanup or detoxification and the preparation of any closure or other required plans in connection therewith, in accordance with applicable law or regulations and to the satisfaction of governmental authorities, whether such action is required or necessary prior to or following transfer of title to the Premises; provided, however, that the obligation of Tenant to repair or remediate for known environmental concerns at the time of Landlord's environmental due diligence investigation of the Premises shall be limited to the matters disclosed on Exhibit F attached hereto, unless such action is required or necessary by applicable law or regulations following transfer of title to the Premises, in which case such action and costs of remediation shall be limited to such action, costs and expenses which are necessary to comply with applicable laws and regulations or any judgment or court or governmental authority implementing or enforcing such laws or regulations. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Tenant may have to Landlord at common law under all statutes and ordinances or otherwise, and shall survive following the date of expiration or earlier termination of this Lease for six (6) years, except where the event giving rise to the liability for which indemnity is sought arises out of Tenant's acts, in which case the agreement to indemnify shall survive the expiration or termination of this Lease without limit of time. Tenant expressly agrees that the representations, warranties and covenants made and the indemnities stated in this Lease are not personal to Landlord, and the benefits under this Lease may be assigned to subsequent parties in interest to the chain of title to the Premises, which subsequent parties in interest may proceed directly against Tenant to recover pursuant to this Lease. Tenant, at its expense, may institute appropriate legal proceedings with respect to environmental matters of the type specified in this paragraph 26(c) or any lien for such environmental matters, not involving Landlord or its Mortgagee as a defendant (unless Landlord or its mortgagee is the alleged cause of the damage), conducted in good faith and with due diligence, provided that such proceedings shall not in any way impair the interests of Landlord or Mortgagee under this Lease or contravene the provisions of any Mortgage. Landlord shall have the right to appoint co-counsel, which co-counsel will cooperate with Tenant's counsel in such proceedings. The fees and expenses of such co-counsel shall be paid by Landlord, unless such co-counsel are appointed because the interests of Landlord and Tenant in such proceedings, in such counsel's written opinion, are or have become adverse, or Tenant or Tenant's counsel is not conducting such proceedings in good faith or with due diligence.

(d) Tenant, upon ten (10) Business Days prior notice shall permit such Persons as Landlord or any assignee of Landlord may designate and (unless an Event of Default has occurred and is continuing) approved by Tenant, which approval shall not be unreasonably withheld or delayed ("**Site Reviewers**"), to visit the Premises from time to time and perform environmental site investigations and assessments ("**Site Assessments**"); provided that Landlord has a reasonable basis to believe a release has occurred on the Premises and Tenant has approved

in advance Landlord's proposed plan for such Site Assessment on the Premises for the purpose of determining whether there exists on the Premises any environmental condition which may result in any liability, cost or expense to Landlord or any other owner or occupier of the Premises. Subject to Tenant's reasonable approval, such Site Assessments may include both above and below the ground testing for environmental damage or the presence of Hazardous Material on the Premises and such other tests on the Premises as may be reasonably necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. The Site Assessments shall be conducted by Landlord and Site Reviewers in a manner so as not to unreasonably interfere with Tenant's operations on the Premises. Tenant shall supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments (other than information previously supplied in writing to Landlord by Tenant) and shall make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing and reporting all Site Assessments shall be paid by Landlord unless an Event of Default has occurred and is continuing or unless the Site Reviewers discover an environmental condition causing the Premises not to be in compliance with applicable Environmental Laws, in either of which events such cost will be paid by Tenant within ten (10) calendar days after demand by Landlord with interest to accrue at the Overdue Rate if such costs are not paid during such ten (10) day period. Landlord, promptly after written request by Tenant and payment by Tenant to the extent required as aforesaid, shall deliver to Tenant copies of reports, summaries or other compilations of the results of such Site Assessments. Tenant's sole remedy for Landlord's breach of the preceding sentence shall be a mandatory injunction, and not a termination of this Lease or a withholding or reduction of Rent. Landlord agrees to protect, defend, indemnify and hold harmless Tenant, its members, directors, officers, employees and agents, from and against any and all claims, damages and liability, including without limitation, damages arising out of unreasonable interference with Tenant's operations as a result of the Site Assessments, arising out of injury to any person or physical damage to any property as a result of Landlord or Site Reviewers' activities on the Premises pursuant to paragraph 26 of this Lease.

(e) Tenant shall notify Landlord in writing, promptly upon Tenant's learning thereof, of any:

(i) notice or claim to the effect that Tenant is or may be liable to any Person as a result of the release or threatened release of any Hazardous Material into the environment from the Premises;

(ii) notice that Tenant is subject to investigation by any governmental authority evaluating whether any remedial action is needed to respond to the release or threatened release of any Hazardous Material into the environment from the Premises;

(iii) notice that the Premises are subject to an environmental lien; and

(iv) notice of violation to Tenant or awareness by Tenant of a condition which would be reasonably likely to result in a notice of violation of any applicable Environmental Law that would reasonably likely to, in either case, have a material adverse effect upon the Premises.

(f) Tenant acknowledges that, as of the date hereof, the underground storage tanks (the "**Underground Tanks**") listed on Exhibit E are located on the Premises. For the purposes

hereof, Underground Tanks shall also include additional tanks installed in connection with the operation of Tenant's business so long as such installation complies with the terms of this Lease. In connection with the Underground Tanks, the following provisions shall apply:

(i) Tenant shall at all times during the Term maintain, and shall have furnished Landlord with evidence of, insurance meeting or exceeding the requirements set forth in paragraph 11 hereto, which evidence shall be in the form of certificates of insurance. If Landlord shall have not received such evidence of insurance meeting or exceeding the requirements set forth in paragraph 11 as required under such paragraph, Tenant shall be deemed to have requested that Landlord provide such coverage for Tenant by including the Premises under such insurance policies maintained by Landlord or its affiliates and Tenant shall thereafter promptly pay, as Additional Rent, one hundred and three percent (103%) of Landlord's cost for carrying such insurance. Landlord will maintain such insurance on Tenant's behalf until (x) Tenant notifies Landlord to cease causing such insurance to be so carried and (y) Tenant provides Landlord with copies of the policies which Tenant obtains to replace such Landlord's policies, which Tenant furnished policies must be in conformance with the requirements of this Lease.

(ii) Tenant shall cause, at Tenant's sole cost and expense, the Underground Tanks to be installed, maintained and operated in accordance with all applicable laws, ordinances and requirements of government authorities including, but not limited to, making any changes therein as may be required from time to time by such laws, ordinances or other requirements.

(iii) Tenant shall maintain complete and accurate records of all maintenance and testing of the Underground Tanks, and each portion thereof, and make such records available upon five (5) days' prior notice by Landlord. Additionally, Tenant shall furnish Landlord with copies of all certification and inspection reports obtained by Tenant for any purpose, including but not limited to as required for insurance purposes, within thirty (30) days of Tenant's receipt of such certification and inspection reports.

(iv) Tenant shall cause the inspection and testing of the Underground Tanks for tightness no less frequently than required by applicable law or regulations. Tenant shall furnish Landlord with a written report of the results of all such tightness inspections and testing within thirty (30) days of Tenant's receipt of such reports.

(v) If at least one (1) year prior to the Lease Expiration Date, Tenant shall have received notice from Landlord of Landlord's request that Tenant remove the Underground Tanks prior to the Lease Expiration Date, Tenant shall be obligated to remove the Underground Tanks prior to the Lease Expiration Date in accordance with all then applicable laws, approvals, regulations and ordinances applicable thereto. Notwithstanding the preceding sentence, to the extent the cost of removal of any individual Underground Storage Tank exceeds $100,000, Landlord shall be responsible for such excess cost.

(vi) Tenant agrees that in no manner, expressed or implied, shall Landlord have any responsibility for the Underground Tanks including the maintenance, operation, and, as applicable, removal of the Underground Tanks during the Term of this Lease. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from any and all claims and damages in any way relating to the maintenance, operation and, if applicable, removal, of the Underground

Tanks, including claims and damages from subsurface and groundwater conditions relating to any of the maintenance, operation and, if applicable, removal, of the Underground Tanks. Such indemnity shall survive the termination of this Lease.

27. FINANCING/LEASEHOLD MORTGAGE

(a) Landlord may assign this Lease to any Person, including any Mortgagee. Tenant shall execute, acknowledge and deliver any documents reasonably requested by Landlord, any such transferee, or Mortgagee relating to such assignment of the Lease by Landlord or the Mortgage financing.

(b) If Landlord proposes to refinance any Mortgage, Tenant shall cooperate in a commercially reasonable manner in the process, and shall negotiate in good faith any request made by a prospective Mortgagee for changes or modifications to this Lease, and shall not unreasonably withhold its consent to any such proposed change or modification so long as the same does not adversely affect any material right of Tenant under this Lease, shorten any notice or cure period to which Tenant is entitled, or increase Tenant's obligations under this Lease. Landlord may, during the last twenty-four (24) months of the term of any Mortgage held by Mortgagee, exhibit the Premises to prospective mortgagees, and permit such potential mortgagee to examine all materials and records which shall be customary for a mortgagee's inspection, subject at all times to Landlord's indemnity set forth in paragraph 18 and the confidentiality requirements set forth in this Lease. Tenant agrees to execute, acknowledge and deliver documents reasonably requested by the prospective Mortgagee (such as a consent to the financing (without encumbering Tenant's assets), a consent to assignment of lease, and a subordination, non-disturbance and attornment agreement in the form of Exhibit D attached hereto) customary for tenants to sign in connection with mortgage loans to their landlords, so long as such documents are in form then customary among institutional lenders (provided the same do not adversely change Tenant's rights or obligations in a way not previously changed by loan documents previously executed by Tenant in connection with an earlier Mortgage). Landlord shall pay Tenant's reasonable out-of-pocket costs and expenses incurred in connection with changes or modifications to the Lease pursuant to this paragraph 27(b), provided that the Landlord shall not be responsible for costs or expenses incurred in connection with the execution, acknowledgement, and delivery of a consent to financing, a consent to assignment of lease, or a subordination, non-disturbance and attornment agreement in the form of Exhibit D attached hereto.

(c) Upon receipt of prior written notice in accordance with this Lease, Tenant shall permit Landlord and any Mortgagee or prospective Mortgagee, at their expense, to meet with management personnel of Tenant or Guarantor at Tenant's or Guarantor's offices and to discuss Tenant's or Guarantor's business and finances. On request of Landlord, Tenant agrees to provide any Mortgagee or prospective Mortgagee the information to which Landlord is entitled hereunder. If any such information is non-public each party requesting such information shall sign a confidentiality agreement in form and substance satisfactory to Tenant prior to such Mortgagee's or prospective Mortgagee's receiving such information.

(d) Notwithstanding anything in this Lease to the contrary:

(i) Cancellations. Except as expressly provided in this Lease pursuant to paragraph 14 which shall not be governed by this paragraph, no voluntary cancellation, surrender or acceptance of surrender of this Lease by Tenant shall be binding upon the Permitted Leasehold Mortgagee or affect the lien of any Leasehold Mortgage without the prior written consent of the Permitted Leasehold Mortgagee, which consent shall be deemed given unless the Permitted Leasehold Mortgagee, within thirty (30) days of notice by either Tenant or Landlord of intent to cancel or surrender, shall elect in writing to take over Tenant's interest as Tenant under this Lease, and shall complete such takeover no later than sixty (60) days thereafter.

(ii) Notices and Demands. No notice of default, event of default or termination given by Landlord to Tenant shall be deemed to have been duly given unless and until a copy of the notice has been served on the a Permitted Leasehold Mortgagee in the manner specified in paragraph 19, provided that Tenant agrees that it will provide one Person for any Permitted Leasehold Mortgagee or an agent for a group of Permitted Leasehold Mortgagees, and Landlord shall have no obligation to furnish a notice to any other Person in connection with a Leasehold Mortgage.

(iii) Right to Cure. Subject to paragraph 19 above, the Permitted Leasehold Mortgagee shall have the right, but not the obligation, to perform any term, covenant, condition or agreement and to remedy any default by the Tenant under this Lease, and Landlord shall accept such performance by the Permitted Leasehold Mortgagee with the same force and effect as if performed by the Tenant. Except in the case of the failure to pay Rent, the Permitted Leasehold Mortgagee shall have a period which shall extend three (3) Business Days beyond the cure period given to the Tenant under this Lease within which to remedy any default of the Tenant hereunder or cause such default to be remedied. Landlord and Tenant hereby authorize the Permitted Leasehold Mortgagee to enter upon the Premises to effect the cure of a default by the Tenant. If there is a restraint that precludes the Permitted Leasehold Mortgagee from taking any action hereunder or otherwise (such as a judicial order or administrative order, including, an automatic stay), the running of the applicable grace periods shall be tolled for a period not to exceed ten (10) calendar days. The Permitted Leasehold Mortgagee's failure to cure any default by the Tenant which cannot be cured by the Permitted Leasehold Mortgagee because it is personal to Tenant shall not prohibit the Permitted Leasehold Mortgagee from exercising its rights under subparagraph (vi). For the purposes of this Lease, defaults deemed to be "personal" to Tenant shall include (i) the failure to deliver books and records (including financial statements and balance sheets), and (ii) the bankruptcy or reorganization of Tenant. Defaults deemed to be not "personal" to Tenant shall include (x) Tenant's obligations regarding the condition of the Premises, including Tenant's obligations to maintain or repair the Premises and (y) Tenant's obligations to comply with laws, including Environmental Laws.

(iv) Certain Defaults. In the event a default by the Tenant occurs in the performance or observance of any non-monetary term, covenant, condition or agreement on the Tenant's part to be performed under this Lease which cannot practicably be cured by the Permitted Leasehold Mortgagee without taking possession of the Premises, or if such non-monetary default is of such a nature that the same is not susceptible of being cured by the Permitted Leasehold Mortgagee because it is personal to Tenant, then Landlord shall not serve a notice of election to terminate this Lease pursuant to the terms hereof, or otherwise terminate the leasehold estate or any other estate, right, title or interest of the Tenant hereunder by reason of such default without allowing the Permitted Leasehold Mortgagee reasonable time (not to exceed

sixty (60) calendar days from the date on which notice is received by the Permitted Leasehold Mortgagee) within which:

a) In the case of a default which cannot practically be cured by the Permitted Leasehold Mortgagee without taking possession of the Premises, to obtain possession of the Premises as mortgagee (through the appointment of a receiver or otherwise), and, upon obtaining possession, to commence promptly and diligently prosecute to completion such action as may be necessary to cure such default; and

b) In the case of a default which cannot be cured by the Permitted Leasehold Mortgagee because it is personal to Tenant, to commence promptly and diligently prosecute to completion foreclosure proceedings or to acquire the Tenant's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure.

(v) The Permitted Leasehold Mortgagee shall not be required to continue to proceed to obtain possession, or to continue in possession as mortgagee, of the Premises pursuant to clause (iv)(a) above, or to continue to prosecute foreclosure proceedings pursuant to clause (iv)(b) above, if and when such default shall be cured. If the Permitted Leasehold Mortgagee, or its nominee, or a purchaser at a foreclosure sale, shall acquire title to the Tenant's leasehold estate hereunder, and shall cure all defaults of the Tenant hereunder (except with respect to such defaults that cannot be cured by Permitted Leasehold Mortgagee because they are personal to Tenant) which are reasonably susceptible of being cured by the Permitted Leasehold Mortgagee, or by such nominee or purchaser, as the case may be, then the defaults of any prior holder of the Tenant's leasehold estate or any other estate, right, title or interest hereunder which are not susceptible of being cured by the Permitted Leasehold Mortgagee because they are personal to Tenant (or by such nominee or purchaser) shall no longer be deemed to be defaults hereunder.

(vi) The Permitted Leasehold Mortgagee's Rights Under the Leasehold Mortgage. In the event a default under the Leasehold Mortgage shall have occurred and be continuing beyond applicable notice, grace and cure periods, if any, the Permitted Leasehold Mortgagee may exercise with respect to the Premises any right, power or remedy afforded to it which is not in conflict with any of the provisions of this Lease; including the right to exercise its foreclosure remedies contained in the Leasehold Mortgage, to take over the Tenant's interest as tenant under this Lease, and/or to realize on the stock of Tenant and/or any of Tenant's Affiliates.

(vii) Assignment. If a Permitted Leasehold Mortgagee forecloses upon or otherwise acquires all or part of the Tenant's leasehold interest and/or the equity interests in Tenant, the transfer to such Permitted Leasehold Mortgagee or to any third party designated by Permitted Leasehold Mortgagee shall not require Landlord's consent provided that any such transferee shall have a Credit Rating meeting the Investment Grade Criteria at the time of such acquisition, and at least 4 years demonstrated experience acceptable to Landlord and Mortgagee in managing and operating similar properties and operations as Tenant's.

(viii) Successors and Assigns. The provisions of this Paragraph 23(D) shall inure to the benefit of the permitted successors and/or assigns of the Permitted Leasehold

Mortgagee, provided in each case such successors and/or assigns are Permitted Leasehold Mortgagees.

(ix) Consent. Landlord specifically consents to the execution, delivery and recordation of the mortgage or deed of trust on Tenant's leasehold interest in favor of the Permitted Leasehold Mortgagee and the encumbering of Tenant's interest in this Lease; and further agrees that such execution, delivery and recordation shall not be deemed to be a default pursuant to the terms of this Lease.

28. MISCELLANEOUS PROVISIONS

(a) This Lease and all of the covenants and provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and the heirs, personal representatives, successors and permitted assigns of the parties.

(b) The titles and headings appearing in this Lease are for reference only and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions thereof.

(c) This Lease contains the complete agreement of the parties with reference to the leasing of the Premises, and may not be amended except by an instrument in writing signed by Landlord and Tenant and consented to by Mortgagee (if any).

(d) Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

(e) This Lease may be executed in one or more counterparts, and may be signed by each party on a separate counterpart, each of which, taken together, shall be an original, and all of which shall constitute one and same instrument.

(f) The term "Landlord" as used in this Lease shall mean only the owner or owners at the time in question of the Premises and in the event of any transfer of such title or interest, Landlord named in this Lease (and in case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability, to the extent such liability is assumed by the then grantor, as respects Landlord's obligations thereafter to be performed hereunder, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership.

(g) For all issues which are Site-specific, this Lease shall be governed by and construed and enforced in accordance with and subject to the laws of the state where the Site is located, and for all issues which are not Site specific, the internal laws, without regard to conflicts of laws, of the State of New York shall govern.

(h) Any claim based on or in respect of any liability of Landlord under this Lease shall be enforced only against the Premises and not against any other assets, properties or funds of (1) Landlord or any director, officer, member, shareholder, general partner, limited partner, or

direct or indirect member, partner, employee or agent of Landlord or any of its members (or any legal representative, heir, estate, successor or assign of any thereof), and (2) any predecessor or successor partnership, corporation or limited liability company (or other entity) of Landlord or any of its members, either directly or through Landlord or its predecessor or successor partnership, corporation of limited liability company (or other Person) of Landlord or its general partners, and (3) any other Person.

(i) Without the written approval of Landlord and Tenant, no Person other than Landlord (including its direct and indirect partners or members), Mortgagee, Tenant and their respective successors and assigns shall have any rights under this Lease.

(j) There shall be no merger of the leasehold estate created hereby by reason of the fact that the same Person may own directly or indirectly, (1) the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (2) the fee estate in the Premises. Notwithstanding any such combined ownership, this Lease shall continue in full force and effect until terminated by an instrument executed by both Landlord and Tenant.

(k) Whenever in this Lease either party is required to take an action within a particular time period, delays caused by acts of God, war, major casualty, strike, labor shortage or other cause beyond the reasonable control of such party shall not be counted in determining the time in which such performance must be completed (except in the case of the obligation to pay money) so long as such party shall, promptly after becoming aware of the commencement of such delay, shall give the other party notice thereof and estimating the duration thereof.

(l) If at any time a dispute shall arise as to any amount to be paid by one party to the other hereunder, the obligor may make payment "under protest", and such payment shall not be deemed a voluntary payment, and the right of the obligor to contest its liability for such payment shall survive such payment without prejudice to the obligor's position.

(m) Landlord and Tenant each represent that they have dealt with no broker, finder or other Person who could legally charge a commission in connection with Landlord's acquisition of the Land or with the Lease; provided, however, Landlord and Tenant acknowledge and agree that Tenant will pay a fee to Cushman and Wakefield Of Nevada, Inc., which will be compensated by Tenant out of the sales proceeds funded by Landlord at closing.

(n) The parties hereto specifically acknowledge and agree that, notwithstanding any other provision contained in this Lease, it is the intent of the parties that their relationship hereunder is and shall at all times be that of landlord and tenant, and not that of partners, joint venturers, lender and borrower, or any other relationship other than that of a landlord and tenant.

(o) The parties hereto specifically acknowledge and agree that time is of the essence with regard to all obligations under this Lease.

(p) TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, AND WITH RESPECT TO ANY CLAIM ASSERTED IN ANY SUCH ACTION OR PROCEEDING, BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND

TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY CLAIM OF INJURY OR DAMAGE, OR ANY EMERGENCY OR OTHER STATUTORY REMEDY WITH RESPECT THERETO.

29. STATE SPECIFIC PROVISIONS

(a) California Provisions. The following provisions shall apply with respect to any Site located in the State of California:

(i) The following language is added at the end of paragraph 6(a):

"In addition, Property Taxes shall include any taxes as a result in any change in ownership with respect to or construction of any additions or renovations to the Premises pursuant to Section 62 of the State of California Revenue and Taxation Code, and the costs (amortized over such period as Landlord shall reasonably determine) of any transit impact development fees, housing and child care contributions or other similar or dissimilar impositions required of Landlord or otherwise imposed by the local governmental or quasi-governmental instrumentalities and interest on the unamortized balance at the Overdue Rate."

(ii) Tenant hereby waives, to the maximum extent permitted by applicable laws, any rights that it may now or in the future have to quit or surrender or vacate the Premises, to terminate this Lease, or to any abatement, diminution, offset, reduction or suspension of Rent on account of Landlord's failure to timely or in a satisfactory manner deliver possession of the Premises to Tenant or on account of any other event or circumstance, including, any rights it might otherwise have under the provisions of sections 1932, 1933, 1941 and/or 1942 of the California Civil Code, it being the express intention of the parties, and therefore it being agreed by the parties, that the terms of this paragraph shall control under any circumstances in which said statutes might otherwise apply, and govern and replace any rights covered by said statutes."

(iii) The following language is added at the end of the first grammatical paragraph of paragraph 10:

"The provisions of Sections 1932(2) and 1933(4) of the California Civil Code are hereby waived by Tenant, it being the intention of the parties that the express terms of this Lease shall control under any circumstances in which those provisions might otherwise be applicable."

(iv) The following language is added to the first sentence of paragraph 12, following the defined term "ADA":

"and California Civil Code Section 3110.5,"

The following language is added to paragraph 12, following the phrase "with respect to the use or manner of use" and before the phrase "of the Premises, or such adjacent or appurtenant facilities":

"maintenance, operation, repair, alteration or construction"

(v) The following language is added at the end of paragraphs 13 and 14:

> "The provisions of Sections 1265.110, 1265.120, 1265.130 and 1265.140 of the California Code of Civil Procedure are hereby waived by Tenant, it being the intention of the parties that the express terms of this Lease shall control under any circumstances in which those provisions might otherwise be applicable."

(vi) Paragraph 16 (b) is deleted and replaced with the following:

"(b) In the event of any Event of Default by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without further notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such Event of Default:

(1) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant immediately shall surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including (i) the cost of recovering possession of the Premises; (ii) the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; (iii) the worth at the time of the award of the amount by which the unpaid Rent which would have been earned after the termination until the time of the award exceeds the amount of such rental loss that Tenant proves could reasonably have been avoided; (iv) reasonable expenses of placing the Premises in good order, condition and repair; (v) reasonable expenses of reletting, including necessary renovation and alteration of the Premises; (vi) reasonable and actual attorneys' fees; (vii) the worth at the time of award of the amount by which the unpaid Rent required to be paid by Tenant pursuant to this Lease for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves reasonably could be avoided; (viii) that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease; and (ix) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including damages for diminution in the value of the Project. As used in subparagraphs (ii) and (iii), above, the "worth at the time of award" is computed by allowing interest at the Overdue Rate. As used in subparagraph (vii), above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). Unpaid installments of rent or other sums shall bear interest from the date due at the Overdue Rate;

(2) Maintain Tenant's right to possession, in which case this Lease shall continue in full force and effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as may become due hereunder, for which purposes Landlord may exercise the remedy described in California Civil Code section 1951.4 (lessor may continue Lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations);

(3) Seek specific performance by Tenant, in the case of breach by Tenant of one or more of its covenants herein, below;

(4) Exercise the remedy described in California Civil Code section 1954 (and for such purposes, Tenant hereby waives any rights or benefits that may be available to it under said California Civil Code section 1954); and/or

(5) Pursue every and any other remedy or right now or hereafter available to Landlord under the laws or judicial decisions of the State of California."

(vii) The following is added to paragraph 23(c)(i), following the phrase "rules and regulations" and before the phrase "shall not adversely affect the structural elements":

> ", including but not limited to California Civil Code Section 3110.5, and shall otherwise comply with paragraph 12 hereof"

(viii) The following is added to the definition of "Environmental Laws" in paragraph 26:

> "(i) the Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), (ii) the California Hazardous Waste Control Law (Division 20, Chapter 6.5 of the California Health and Safety Code), (iii) The Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 et seq.), (iv) Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory) of the California Health and Safety Code, (v) the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5 et seq.), (vi) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), (vii) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), and (viii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.)"

(b) Colorado Provisions.

(i) The following language is added to paragraph 16 (c) after the second sentence thereof:

> "It is Tenant's express intention and agreement pursuant to C.R.S. § 38-38-602 (3) that Landlord have the right and be absolutely entitled to the appointment of a receiver as provided herein."

(c) Florida Provisions. The following provisions shall apply with respect to any Site located in the State of Florida.

(i) Section 11(e)(i)(d) is added to the Lease to read as follows:

"(d) the property insurance policy should not have any exclusions for wind or hurricane damage."

(ii) Section 16(g) of the Lease is replaced to read as follows:

"(g) Upon the occurrence of and during the continuance of an Event of Default, Landlord shall have the right to use summary proceedings for landlords and commence an action in the county court where the Site is located for the purpose of adjudicating the Event of Default and any or all of Landlord's rights and remedies under the Lease. Tenant hereby consents to the exercise of personal jurisdiction over Tenant and to venue in such county court. Upon adjudication of Landlord's rights under the Lease, the Landlord, at its option, shall have the right to file additional actions in any and all States in which the Sites are located for the purpose of enforcing Landlord's rights under the Lease, including without limitation, obtaining orders of possession for the Sites located in such State."

(iii) The following language is added to the Lease:

"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

(d) Nevada Provisions. The following provisions shall apply with respect to any Site located in the State of Nevada.

(i) Paragraph 6(f) is hereby amended to add the following subparagraphs which shall supersede any contrary provisions contained elsewhere in this Lease:

"(i) If the Landlord is not a Mortgagee, the following provisions set forth in this subsection (i) shall apply: If at any time the amount on deposit pursuant to this paragraph 6(f) ("Escrow Account") shall be less than the amount reasonably deemed necessary by Landlord to pay such Property Taxes or Other Taxes as they become due, Tenant shall pay to Landlord the amount necessary to make the deficiency within ten (10) calendar days after notice from Landlord requesting payment thereof.

(ii) If the Landlord is a Mortgagee, the following provisions set forth in this subsection (ii) shall apply: The Escrow Account deposits shall be analyzed annually to determine whether sufficient money is contributed to the Escrow Account on a monthly basis to pay for the projected disbursements from the Escrow Account. No later than the earlier of the following to occur: (i) thirty (30) days before the effective date of any increased contribution to the Escrow Account based on the analysis or (ii) thirty (30) days after Landlord's annual review of the Escrow Account, a statement must

be sent to the Tenant showing (a) the method of determining the amount of money held in the Escrow Account, (b) the amount of projected disbursements from the Escrow Account, (c) the amount of the reserves which may be held in accordance with federal guidelines, if applicable, and (d) the amount by which the contributions exceed the amount reasonably necessary to pay the annual obligations due from the Escrow Account. If upon completion of the analysis it is determined that the amount held in the Escrow Account, together with the anticipated future monthly contributions to the Escrow Account, exceeds the amount of money required to pay the Property Taxes and Other Taxes specified in paragraph 6(f) when due pursuant to the provisions of this Lease, Landlord shall within thirty (30) days after completion of the annual review of the Escrow Account, notify the Tenant (A) of the amount by which the contributions to the Escrow Account exceed the amount reasonably necessary to pay the annual obligations due from the account; and (B) that the Tenant may specify the disposition of the excess funds within twenty (20) days after receipt of Landlord's notice. The Tenant may specify that the Landlord (x) return any excess to Tenant, (y) apply the excess to the outstanding principal balance of the loan held by the Landlord as the Mortgagee, or (z) credit such excess against future payments made to the Escrow Account. If the Tenant fails to specify such a disposition within such 20 day period, the Landlord shall maintain the excess money in the Escrow Account. If upon completion of the analysis, it is determined that the Escrow Account is not sufficiently funded to pay from the normal deposit, the Property Taxes and Other Taxes specified in paragraph 6(f) when due, Landlord shall offer the Tenant the opportunity to correct the deficiency by making one lump sum payment or making increased monthly contributions, in an amount required by the Landlord. Landlord shall not declare a default hereunder solely because the Tenant is unable to pay the amount of the deficiency in one lump sum."

(ii) Paragraph 10 is hereby amended to add the following before the last sentence of the first paragraph:

"Prior to the commencement of any work, Tenant shall comply with the provisions of Section 21(d) hereof."

(iii) Paragraph (11)(j) is hereby amended to add the following subparagraphs which shall supersede any contrary provisions contained elsewhere in this Lease:

"(i) If the Landlord is not a Mortgagee, the following provisions set forth in this subsection (i) shall apply: If at any time the amount on deposit pursuant to this paragraph 11(j) ("Insurance Impound Deposit") shall be less than the amount deemed necessary

by Landlord to pay the insurance premiums as they become due, Tenant shall pay to Landlord the amount necessary to make the deficiency within ten (10) calendar days after receipt of written notice from Landlord requesting payment thereof.

(ii) If the Landlord is a Mortgagee, the following provisions set forth in this subsection (ii) shall apply: The Insurance Impound Deposit shall be analyzed annually to determine whether sufficient money is contributed to the Insurance Impound Deposit on a monthly basis to pay for the projected disbursements from the Insurance Impound Deposit. No later than the earlier of the following to occur: (i) thirty (30) days before the effective date of any increased contribution to the Insurance Impound Deposit based on the analysis or (ii) thirty (30) days after Landlord's annual review of the Insurance Impound Deposit, a statement must be sent to the Tenant showing (a) the method of determining the amount of money held in the Insurance Impound Deposit, (b) the amount of projected disbursements from the Insurance Impound Deposit, (c) the amount of the reserves which may be held in accordance with federal guidelines, if applicable, and (d) the amount by which the contributions exceed the amount reasonably necessary to pay the annual obligations due from the Insurance Impound Deposit. If upon completion of the analysis it is determined that the amount held in the Insurance Impound Deposit, together with the anticipated future monthly contributions to the Insurance Impound Deposit, exceeds the amount of money required to pay the insurance premiums specified in paragraph 11(j) when due pursuant to the provisions of this Lease, Landlord shall within thirty (30) days after completion of the annual review of the Insurance Impound Deposit, notify the Tenant (A) of the amount by which the contributions to the Insurance Impound Deposit exceed the amount reasonably necessary to pay the annual obligations due from the account; and (B) that the Tenant may specify the disposition of the excess funds within twenty (20) days after receipt of Landlord's notice. The Tenant may specify that the Landlord (x) return any excess to Tenant, (y) apply the excess to the outstanding principal balance of the loan held by the Landlord as the Mortgagee, or (z) credit such excess against future payments made to the Insurance Impound Deposit. If the Tenant fails to specify such a disposition within such 20 day period, the Landlord shall maintain the excess money in the Insurance Impound Deposit. If upon completion of the analysis, it is determined that the Insurance Impound Deposit is not sufficiently funded to pay from the normal deposit, the insurance obligations specified in paragraph 11(j) when due, Landlord shall offer the Tenant the opportunity to correct the deficiency by making one lump sum payment or making increased monthly contributions, in an amount required by the Landlord. Landlord shall not declare a default

hereunder solely because the Tenant is unable to pay the amount of the deficiency in one lump sum."

(iv) The following subsection (h) is added to Paragraph 16:

"(h) To the maximum extent permitted by applicable law, Tenant hereby waives the provisions of Sections 118.175 through 118.205, inclusive, of the Nevada Revised Statutes ("NRS") to the extent they are inconsistent with the other provisions of this Lease, including, but not limited to, the right to require Landlord to make reasonable efforts to rent the Site at a fair rental in the event Tenant abandons the Site, any statutory limitations on the damages which the Landlord is entitled to collect pursuant to this Lease in the event of an abandonment by Tenant and statutory provisions relating to the termination of this Lease by operation of law."

(v) The following subsection (d) is added to Paragraph 21:

"(d) Tenant acknowledges that Tenant is required to comply with the provisions of NRS Sections 108.2403 and 108.2407 prior to commencement of any work of improvement to be constructed, altered or repaired on the Property. Tenant's failure to comply with NRS Sections 108.2403 and 108.2407 shall be an Event of Default under this Lease.

_____

Tenant's Initials"

(vi) The following language is added after the first sentence of Paragraph 23(a):

"Landlord shall be entitled to withhold its consent to such change until Tenant has provided to Landlord evidence satisfactory to Landlord, in its sole discretion, that Tenant has complied with NRS Sections 108.2403 and 108.2407."

(vii) The following language is added to the second sentence of paragraph 23(a) at the end of clause (i):

"including, but not limited to NRS Sections 108.2403 and 108.2407."

(viii) The following language is added to the definition of "Environmental Laws" at Paragraph 26(b):

"the applicable provisions of Nevada Revised Statutes ("NRS") Chapters 444, 445A, 445B, 459, 590 and 618; and the Uniform Fire Code (1988 Edition), each as hereafter amended from time to

time, and the present and future rules, regulations and guidance documents promulgated under the foregoing,"

(e) Texas Provisions. The following provisions shall apply with respect to any Site located in the State of Texas.

(i) "Waiver of Certain Rights. Tenant hereby expressly waives any and all rights Tenant may have under Sections 93.002(g)(1) and 93.002(g)(2) of the Texas Property Code, as amended or superseded from time to time, or other applicable law, including its right to terminate this Lease. Tenant hereby waives any and all liens (whether statutory, contractual or constitutional) it may have or acquire as a result of a breach by Landlord under this Lease. Tenant also waives and releases any statutory lien and offset rights it may have against Landlord, including without limitation the rights conferred upon Tenant pursuant to Section 91.004 of the Texas Property Code, as amended or superseded from time to time, or other applicable law. Tenant waives its right under Section 41.413 of the Texas Tax Code as amended or superseded from time to time to protest the determination of the ad valorem tax value of the Premises."

(ii) "Notwithstanding anything to the contrary herein, Taxes shall include the Texas Franchise tax and/or any other business tax imposed under Texas Tax Code Chapter 171 and/or any successor statutory provision for reports due under such provision."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands under seal on the day and year first above written.

LANDLORD:

iSTAR BUSCO INC., a Delaware corporation

By: _____

Name: TIMOTHY J. O'CONNOR

Title: EVP & COO

WITNESS:

_____

Name: Shynette M. Mayo

_____

Name: Cheryl Tam

TENANT:

WITNESS:

Name: Deanne Manecky

Name: AHMED WAHLA

CUSA CC, LLC, a Delaware limited liability company

By:
Name: Seth Hollander
Title: VP

WITNESS:

Name: Deanne Manecky

Name: AHMED WAHLA

CUSA GCBS, LLC, a Delaware limited liability company

By:
Name: Seth Hollander
Title: VP

WITNESS:

Name: Deanne Manecky

Name: AHMED WAHLA

CUSA BCCAE, LLC, a Delaware limited liability company

By:
Name: Seth Hollander
Title: VP

WITNESS:

Name: Deanne Manecky

Name: AHMED WAHLA

AMERICAN COACH LINES OF JACKSONVILLE, INC., a Florida corporation

By:
Name: Seth Hollander
Title: VP

WITNESS:

Name: Jeanne Manecky

Name: AHMED WAHLA

CUSA K-TCS, LLC, a Delaware limited liability company

By:
Name: Seth Hollander
Title: VP

WITNESS:

Name: Jeanne Manecky

Name: AHMED WAHLA

CUSA GCT, LLC, a Delaware limited liability company

By:
Name: Seth Hollander
Title: VP

WITNESS:

Name: Jeanne Manecky

Name: AHMED WAHLA

CUSA EE, LLC, a Delaware limited liability company

By:
Name: Seth Hollander
Title: VP

STATE OF New York)
) SS
COUNTY OF New York)

I, **Belinda Chan**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that TIM O'CONNOR, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the EVP & COO of iSTAR BUSCO INC., Delaware corporation, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the same instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of August, 2006.

Notary Public

My Commission expires:

BELINDA CHAN
Notary Public, State of New York
No. 01CH6061296
Qualified in New York County
Commission Expires July 16, 2007

STATE OF New York)
) SS
COUNTY OF Westchester)

I, Mary K. Williams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Seth Hollander, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the V.P. of CUSA CC, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2006.

MARY K. WILLIAMS
Notary Public State of New York
No. 5019396
Qualified in Putnam County
Certified in Westchester County
Commission Expires Oct. 18, 2009

Notary Public

My Commission expires:

10/18/09

STATE OF New York)
) SS
COUNTY OF Westchester)

I, Mary K. Williams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sally Hollander personally known to me to be the same person whose name is subscribed to the foregoing instrument as the V.P. of CUSA GCBS, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2006.

M K Williams
Notary Public

MARY K. WILLIAMS
Notary Public State of New York
No. 5019396
Qualified in Putnam County
Certified in Westchester County
Commission Expires Oct. 18, 2009

My Commission expires:

10/18/09

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STATE OF New York)
) SS
COUNTY OF Westchester)

I, Mary K Williams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Holden, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the V.P. of CUSA BCCAE, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2006.

MARY K. WILLIAMS
Notary Public State of New York
No. 5019396
Qualified in Putnam County
Certified in Westchester County
Commission Expires Oct. 18, 2009

Notary Public

My Commission expires:

10/18/09

STATE OF New York)
) SS
COUNTY OF Ulster)

I, Mary K. Williams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Seth Hollander, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the V.P. of AMERICAN COACH LINES OF JACKSONVILLE, INC., a Florida corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of August, 2006.

Notary Public

MARY K. WILLIAMS
Notary Public State of New York
No. 5019396
Qualified in Putnam County
Certified in Westchester County
Commission Expires Oct. 18, 2009

My Commission expires:

10/18/09

STATE OF New York)
) SS
COUNTY OF Westchester)

I, Mary K. Williams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sam Holliday, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the V.P. of CUSA K-TCS, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2006.

MARY K. WILLIAMS
Notary Public State of New York
No. 5019396
Qualified in Putnam County
Certified in Westchester County
Commission Expires Oct. 18, 2009

Mary K. Williams
Notary Public

My Commission expires:

10/18/09

STATE OF New York)
) SS
COUNTY OF Rockland)

I, Mary K Williams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Seth Hollander, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the V.P. of CUSA GCT, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2006.

MARY K. WILLIAMS
Notary Public State of New York
No. 5019396
Qualified in Putnam County
Certified in Westchester County
Commission Expires Oct. 18, 2009

Notary Public

My Commission expires:

10/18/09

STATE OF New York)
) SS
COUNTY OF Westchester)

I, Mary K Williams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Seth Hollander, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the V.P. of CUSA EE, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 2006.

Notary Public

MARY K. WILLIAMS
Notary Public State of New York
No. 5019396
Qualified in Putnam County
Certified in Westchester County
Commission Expires Oct. 18, 2009

My Commission expires:

10/18/09

EXHIBIT A-1

LEGAL DESCRIPTION—PROPERTY 950 McCARTY

TRACT 1

All that certain tract or parcel of land containing 16.6833 acres out of 23.7228 acres, more or less, out of the John Brown League, Abstract Number 8, City of Houston, Harris County, Texas, said 23.7228 acres being all of Tracts 1 and 2 described in a deed dated January 1, 1984, from Oilfield of Delaware, Inc., to Oil Field Rental Service Company, filed in the Official Public Records of Harris County, Texas, in Clerk's File No. L003835, Film Code No. 075-62-0316, being more particularly described by metes and bounds as follows:

COMMENCING at a point marking the northwest corner of the intersection of the H. B. & T. Railroad Company right-of-way (50 feet wide) filed in the Deed Records of Harris County, Texas, in Volume 583, Page 223 and Volume 863, Page 342 and the west right-of-way line of McCarty Avenue (80 feet wide);

THENCE North 00°05'00" West, 647.82 feet to a called and found 5/8-inch iron rod and the POINT OF BEGINNING of the herein described tract;

THENCE South 89°49'09" West, 1236.05 feet, to a set 5/8-inch iron rod for the southwest corner;

THENCE North 00°09'00" West, 641.86 feet, to a set 5/8-inch iron rod for the northwest corner in the south line of a 5.9829 acre tract described in HCCF #W327317;

THENCE South 85°03'07" East, 1040.79 feet along the south line of a called 7.619 acre tract described in HCCF #W327317, from which a found 1-inch iron pipe bears North 51°39' West, 0.94 feet;

THENCE North 89°55'00" East, 200.00 feet continuing with said south line to a found 5/8-inch iron rod for corner;

THENCE South 00°05'00" East, 548.48 feet with the said west right-of-way line of McCarty Avenue to the POINT OF BEGINNING and containing 16.6833 acres (726,726 square feet) of land, more or less.

TRACT 2

All that certain tract or parcel of land containing 7.0393 acres out of 23.7228 acres, more or less, out of the John Brown League, Abstract Number 8, City of Houston, Harris County, Texas, said 23.7228 acres being all of Tracts 1 and 2 described in a deed dated January 1, 1984, from Oilfield of Delaware, Inc., to Oil Field Rental Service Company, filed in the Official Public Records of Harris County, Texas, in Clerk's File No. L003835, Film Code No. 075-62-0316, being more particularly described by metes and bounds as follows:

COMMENCING at a point marking the northwest corner of the intersection of the H. B. & T. Railroad Company right-of-way (50 feet wide) filed in the Deed Records of Harris County, Texas, in Volume 583, Page 223 and Volume 863, Page 342 and the west right-of-way line of McCarty Avenue (80 feet wide);

THENCE North 00°05'00" West, 647.82 feet to a called and found 5/8-inch iron rod;

THENCE South 89°49'09" West, 1236.05 feet, with the south line of said 23.7228 acres, to a set 5/8-inch iron rod to the POINT OF BEGINNING and the southeast corner of the herein described tract;

THENCE, continuing South 89°49'09" West, 458.07 feet to a set 5/8-inch iron rod for corner;

THENCE North 11°27'00" West, 127.64 feet with the east line of that certain called 1,474 square feet of land described in a Deed dated June 26, 1992 from Enerserv Products, Inc., to Tubular Services, Inc., filed in the Official Public Records of Real Property of Harris County, Texas, in Clerk's File No. N670832, Film Code No. 021-56-1988, to a found 5/8-inch iron rod being a point of a curve having a central angle of 03°22'41", a radius of 739.49 feet, the center of said curve being located on a radial line bearing South 87°35'00" East from said point (Chord bears North 04°06'21" East, 43.59 feet);

THENCE, in a northerly direction with said curve and with the east line of said H. B. & T. Railroad right-of-way, an arc distance of 43.60 feet to a called and found 4-inch iron pipe for corner end of curve;

THENCE North 05°39'56" East, 252.15 feet, continuing with said east line to a set 5/8-inch iron rod for angle point;

THENCE North 02°00'53" East, 271.88 feet, continuing with said east line to a set 5/8-inch iron rod for corner;

THENCE South 81°09'26" East, 138.72 feet, with the south line of that certain called 5.9829 acre tract described in HCCF # W327317 to a set 5/8-inch iron rod for angle point;

THENCE, continuing South 85°03'07" East, 308.24 feet, to a set 5/8-inch iron rod for corner;

THENCE South 00°09'00" East, 641.86 feet to the POINT OF BEGINNING and containing 7.0393 acres (306,635 square feet) of land, more or less.

Assessor's Parcel Number: 002-214-000-0001

Address of Real Estate:
950 McCarty Drive
Houston, TX 77029

EXHIBIT A-2

LEGAL DESCRIPTION—PROPERTY LAS VEGAS

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

That portion of the Southwest Quarter (SW ¼) of Section 31, Township 19 South, Range 62 East, M.D.B.&M., lying East of the Easterly line of Lot One (1) of PARCEL MAP on file in File 37 of Parcel Maps, Page 71 and West of the Westerly line of PARCEL MAP on file in File 71 of Parcel Maps, Page 71 (said Parcel Map 71, page 71 being a redivision of Lot Two (2) of parcel Map 59, Page 88).

Excepting therefrom all that real property as conveyed to County of Clark by Deed recorded May 12, 1982 in Book 1564 as Document No. 1523690.

Further excepting therefrom all that real property dedicated to City of Las Vegas for Lone Mountain Road by Parcel Map recorded February 24, 1989 in Book 890224 as Document No. 00972.

Together with that portion of Lone Mountain Road as vacated by the City of North Las Vegas in that certain Order of Vacation recorded October 10, 1995 in Book 951010 of Official Records, Clark County, Nevada, as Document No. 01157.

Same parcel was reverted into acreage by that certain PARCEL MAP in File 83, Page 93, recorded November 21, 1995 in Book 951121 of Official Records, Clark County, Nevada, as Document No. 01415.

Assessor's Parcel Number: 123-31-801-004

Address of Real Estate:

4020 East Lone Mountain Road
North Las Vegas, Nevada 89123

EXHIBIT A-3

LEGAL DESCRIPTION—PROPERTY SAN DIEGO

All that certain real property situated in the County of San Diego, State of California, described as follows:

Parcel 3 of Parcel Map No. 12040, in the City of San Diego, County of San Diego, State of California, filed in the Office of the County Recorder of San Diego County, April 2, 1982 as File No. 82-090384 of Official Records.

Assessor's Parcel Number: 540-492-15-00

Address of Real Estate:

3888 Beech Street
San Diego, CA 92105

EXHIBIT A-4

LEGAL DESCRIPTION—PROPERTY COLORADO

All of Block 1, including Building Envelopes A, B and C, Mike Jelen Resubdivision, according to plat recorded April 7, 1981 at Reception No. 81023309, County of Jefferson, State of Colorado.

Together with beneficial rights for Flowage Rights created by Easement Agreement for Flowage Rights by and between 44 Eldridge, L.L.C. and Blackhawk, Central City Ace Express, Inc., a/k/a Coach USA-Denver, recorded May 6, 2002 at Reception No. F1476208.

Assessor's Parcel Number: 035277

Address of Real Estate:

14000 West 44th Avenue
Golden, Colorado 80403

EXHIBIT A-5

LEGAL DESCRIPTION—PROPERTY OXNARD

All that certain real property situated in the County of Ventura, State of California, described as follows:

Lots 18 and 19 of Tract No. 2843, in the County of Ventura, State of California, as per map recorded in Book 91, Page(s) 29 through 34 inclusive, of Miscellaneous Records, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 133-0-061-085; 133-0-061-075

Address of Real Estate:

498 Lambert Street
Oxnard, California 93036

EXHIBIT A-6

LEGAL DESCRIPTION—PROPERTY 812 DELANO

TRACT I

A tract or parcel of land containing 20,000 square feet (fronting 125 feet on Rusk and 160 feet on Delano) being all of Lots Three (3), Four (4), Five (5) and the north 10 feet by 100 feet of Lot Two (2), the east one-half (1/2) of Lot Eleven (11) and the northeast 25 feet by 35 feet of Lot Twelve (12), in Block Four Hundred Ninety-six (496) of South Side of Buffalo Bayou, in the City of Houston, Harris County, Texas, according to the generally recognized map or plat thereof. Said 20,000 square foot tract of land being more particularly described as follows:

BEGINNING at the east corner of Block 496, at the intersection of the southwest right-of-way line of Rusk Avenue, 80 feet wide, with the northwest right-of-way line of Delano Street, 80 feet wide from which the fence post bears North 40°58' West, 0.60 feet;

THENCE, South 35°00'00" West, with said northwest right-of-way line and with the southeast line of Block 496, a distance of 160.00 feet to a point on the southeast line of Lot 2;

THENCE, North 55°00'00" West parallel to and 10 feet southwest at right angles from the northeast line of Lot 2, at 100.00 feet pass the common line of Lots 2 and 12, at 125.00 feet in all to point on the mid line of Lot 12;

THENCE, North 35°00'00" East, with the mid-line of Lots 12 and 11 at 35.00 feet pass the common line of Lots 12 and 11, at 160.00 feet in all to a point at the mid-point of the northeast line of Lot 11 and of Block 496 on the southwest right-of-way line of Rusk Avenue;

THENCE, South 55°00'00" East, with said Block line and said southwest right-of-way line, 125.00 feet to the PLACE OF BEGINNING.

TRACT II

ALL OF LOTS 6, 7, 8, 9 and 10 and the West one-half (W1/2) of LOTS 11 and 12, in BLOCK 496 of S.S.B.B. in the City of Houston, Harris County, Texas according to the generally recognized map or plat thereof, said tracts of land being more particularly described as follows:

31,250 square feet of land being all of Lots 6, 7, 8, 9 and 10 and the west one-half of Lots 11 and 12 in Block 496, of S.S.B.B. in the City of Houston, Harris County, Texas, according to the generally recognized map or plat thereof, said tracts of land being more particularly described as follows;

Beginning at the north corner of Block 496 at the intersection of the southwest right of way line of Rusk Avenue, 80 feet wide, with the southeast right of way line of Nagle Street 80 feet wide;

Thence South 55°00'00" East, with the northeast line of Block 496 and with the southwest right of way line of Rusk Avenue, 125.00 feet to a point at the mid point of the northeast line of said Lot 11;

Thence South 35°00'00" West with the mid line of Lots 11 and 12, a distance of 250.00 feet to a point at the mid point of the southwest line of Lot 12 on the northeast right of way line of Walker Avenue, 80 feet wide;

Thence North 55°00'00" West with said northeast right of way line and with the southwest line of Block 496, a distance of 125.00 feet to a 5/8" rod set at the west corner of Block 496 and on the southeast right of way line of Nagle Street;

Thence North 35°00'00" East, with the southeast right of way line of Nagle Street and with the northwest line of Block 496, a distance of 250.00 feet to the Place of Beginning.

TRACT III

11,250 square feet of land out of Block 496, S.S.B.B. City of Houston in Harris County, Texas, being all of Lot 1, the southwesterly 40 feet of Lot 2 and the southwesterly 90 feet of the southeasterly one-half of Lot 12 of said Block, said 11,250 square foot tract being described as follows:

BEGINNING At a 5/8" iron rod set at the south corner of Lot 1 at the intersection of the northeast right of way line of Walker Avenue, 80 feet wide, with the northwest right of way line of Delano Street, 80 feet wide;

THENCE North 55°00'00" West, with the southwest line of Lots 1 and 12 and with said northeast right of way line, at 100.00 feet pass the west corner of Lot 1 and the south corner of Lot 12, and at a total distance of 125.00 feet to a point for corner at the mid point of the southwest line of lot 12;

THENCE North 35°00'00" East, with the dividing line between the southeast and northwest halves of Lot 12, a distance of 90.00 feet to a point for corner,

THENCE South 55°00'00" East, at 25.00 feet pass the common line between Lots 12 and 2 at a total distance of 125.00 feet to point for corner on the southeast line of Lot 2 and said northwest right of way line of Delano Street;

THENCE South 35°00'00" West, with the southeast line of Lots 2 and 1 and said northwest right of way line, at 40.00 feet pass the south corner of Lot 2 and the east corner of Lot 1, a total distance of 90.00 feet to the PLACE OF BEGINNING.

Assessor's Parcel Number: 002-214-000-0004

Address of Real Estate:

812 Delano Street
Houston, TX 77003

EXHIBIT A-7

LEGAL DESCRIPTION—PROPERTY 2201 MAIN

All of Lots Nine (9) and Ten (10), the adjoining north one-half (1/2) of Lot Eight (8) and the adjoining west one-half (1/2) of Lot Eleven (11), in Block Four Hundred Fifty-nine (459) on the South Side of Buffalo Bayou, according to the generally recognized plat thereof in the City of Houston, Harris County, Texas.

Assessor's Parcel Number: 002-177-000-0008

Address of Real Estate:

2201 Main Street
Houston, TX 77002-8813

EXHIBIT A-8

LEGAL DESCRIPTION—PROPERTY JACKSONVILLE

All that tract or parcel of land lying and being in Duval County, Florida, to-wit:

Portion of Lot 5 and all of Lots 4, 3, 2 and 1, and a 20 foot strip between Lots 2 and 3, Block 12, Terrace Park, according to plat thereof recorded in Plat Book 17, page 14 of the current public records of Duval County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of said Lot 1; thence South 89 degrees 04 minutes 35 seconds West, 242.0 feet along the Northerly line of said Block 12 to a point in said Lot 5; thence South 0 degrees 29 minutes 25 seconds East, 342.68 feet crossing Lot 5 to a point in the new right of way line of Beaver Street; thence North 79 degrees 10 minutes 55 seconds East, 42.98 feet along the said new right of way line to the Point of Curvature of a curve with a radius of 2291.83 feet; thence along said curve being concave to the South, a chord bearing and distance of North 81 degrees 27 minutes 45 second East, 158.13 feet to the Point of Reverse Curvature of a curve with a radius of 2291.83 feet, thence along said curve being concave to the North, a chord bearing and distance of North 82 degrees 12 minutes 55 seconds East, 43.49 feet to the Westerly line of Parkway Drive; thence North 0 degrees 29 minutes 25 seconds West, 309.15 feet along the West line of said Parkway Drive to the POINT OF BEGINNING.

Assessor's Parcel Number: 058981-0020

Address of Real Estate:

3501 W. Beaver Street
Jacksonville, FL 32254

EXHIBIT AA-1

Property 950 McCarty
CUSA GCT, LLC
950 McCarty Drive
Houston, Harris County, Texas 77029

The Project, originally constructed in 1979 and 1997, is currently used for administrative offices by Houston and South Central regional operations, and a commercial bus maintenance and dispatch facility by Gulf Coast Transportation. Activities include maintenance, cleaning, and fueling of buses. There are 5-buildings that total approximately 103,075 square feet of net rentable area. There is a 2-story (approximately 17,864 square foot) single-occupant office building and a one-and-one-half story office/warehouse facility containing approximately 30,000 square feet of shop, 10,000 square feet of office, there are also an approximately 7,500 square foot bus wash and two small warehouses on an approximately 23.723-acre parcel of land.

EXHIBIT AA-2

Property Las Vegas
CUSA K-TCS, LLC
4020 East Lone Mountain Road
North Las Vegas, Clark County, Nevada 89081

The property, originally built in 1989, consists of a two-building, one and two-story bus terminal and maintenance facility containing approximately 35,627 square feet of net rentable area on an approximately 10.39-acre parcel of land. Current facility operations consist of bus dispatch, vehicle maintenance and repair, bus washing and fueling, and general office activities. The buildings consist of approximately 10,000 square feet of office; approximately 20,000 square feet maintenance with a total of 10 bays of which 8 are used for service and 2 for washing buses. There are 3 fuel lanes.

EXHIBIT AA-3

Property San Diego
CUSA GCBS, LLC
3888 Beech Street
San Diego, San Diego County, California 92110

The Project, originally constructed in 1965 or 1966 and substantially renovated and expanded in 2001-02, is currently used for administrative offices, and a commercial bus maintenance and dispatch facility. Activities include maintenance, cleaning, and fueling of buses. The building is approximately 8,000 square feet of office and a 2 bay garage on approximately 2.88 acres of land.

EXHIBIT AA-4

Property Colorado
CUSA BCCAE, LLC
14000 West 44th Avenue
Golden, Jefferson County, Colorado 80403

The Project, originally constructed in 1975, consists of a bus terminal and bus repair/maintenance facility with general office space. The property consists of a one-building, one-story single occupant warehouse industrial facility containing approximately 16,334 square feet of gross building area on an approximately 4.23-acre parcel of land. Buses are washed and fueled on site.

EXHIBIT AA-5

Property Oxnard
CUSA CC, LLC
498 Lambert Street
Oxnard, Ventura County, California 93036

The property, originally built in 1982, consists of a single-story service garage building with approximately 7,900 square feet on an approximately 2.27 acre parcel of land. There is approximately 2,400 square feet of office and approximately 4,500 square feet of garage with 6 service bays. Current facility operations consist of bus dispatch, washing, fueling and repair.

EXHIBIT AA-6

Property 812 Delano
CUSA EE, LLC
812 Delano Street
Houston, Harris County, Texas 77003

The property, originally built in 1980, consists of a 3-building, 1-story, single occupant warehouse industrial facility containing approximately 20,250 square feet of net rentable area on an approximately 1.3631 acre parcel of land. Current facility operations consist of bus dispatch, vehicle maintenance and repair, bus washing and fueling, and general office activities.

EXHIBIT AA-7

Property 2201 Main
CUSA EE, LLC
2201 Main Street
Houston, Harris County, Texas 77002

The property, originally built circa 1941, consists of a 1-building, 1-story single occupant bus terminal facility containing approximately 15,090 square feet of net rentable area on an approximately 0.3587-acre parcel of land. Operations include the management and maintenance of the facility, the sales of bus tickets to passengers and a passenger lounge.

EXHIBIT AA-8

Property Jacksonville
American Coach Lines of Jacksonville, Inc.
3501 West Beaver Street
Jacksonville, Duval County, Florida 32254

The Project, originally constructed in the early 1970's, is currently a bus fleet maintenance, repair and service facility. Current facility operations include approximately 2,842 square feet of general administrative offices, approximately 4,979 square feet maintenance and repair services, bus lavatory dump station, bus washing and general maintenance and upkeep of the building and grounds. The property is approximately 1.70 acres of land. There is no fueling on this site.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C-1

Permitted Exceptions-Property 950 McCarty

1. Shortages in area.

2. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

3. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities.

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tied to the line of vegetation, or the rights of access to that area or easement along and across that area

4. Standby fees, taxes and assessments by any taxing authority for the year 2006 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to a change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.

5. The following matters and all terms of the documents creating or offering evidence of the matters:

   a. An easement ten (10) feet in width and fifteen (15) feet in length along the east property line for sanitary sewer purposes, granted to the City of Houston, as set out in instrument dated July 21, 1981, recorded in/under H631001 of the Real Property Records of Harris County, Texas, as shown on that ALTA/ACSM Land Title Survey prepared by Fred W. Lawton of Landco, L.P. dated June 28, 2006 , last revised July 28, 2006 as Job No. 06-4027. (Tract 1)

   b. An easement ten (10) feet in width and two hundred sixty (260) feet in length along the east property line for sanitary sewer purposes, granted to the City of Houston, as set out in instrument dated March 23, 1979, recorded in/under H252148 of the Real Property Records of Harris County, Texas, as shown on that ALTA/ACSM Land Title Survey prepared by Fred W. Lawton of Landco, L.P. dated June 28, 2006 , last revised July 28, 2006 as Job No. 06-4027. (Tract 1)

c. An easement ten (10) feet in width and two hundred eighty-eight point forty eight (288.48) feet in length along the east property line for sanitary sewer purposes, granted to the City of Houston, as set out in instrument dated July 20, 1981, recorded in/under H631006 of the Real Property Records of Harris County, Texas, as shown on that ALTA/ACSM Land Title Survey prepared by Fred W. Lawton of Landco, L.P. dated June 28, 2006 , last revised July 28, 2006 as Job No. 06-4027. (Tract 1)

d. Easements for electric distribution facilities, as follows: Ten (10) feet in width and twenty (20) feet in length (first ground easement) together with unobstructed aerial easements five (5) feet in width from a plane twenty (20) feet above ground level upward, located on both sides thereof (second ground easement), ten (10) feet in width and two hundred twenty point thirteen (220.13) feet in length, plus a third ground easement fifteen (15) feet in width and twenty (20) feet in length for padmounted transformer station, granted to Houston Lighting and Power Company, as set out in instrument dated January 29, 1980, recorded in/under G445012 of the Real Property Records of Harris County, Texas, as shown on that ALTA/ACSM Land Title Survey prepared by Fred W. Lawton of Landco, L.P. dated June 28, 2006 , last revised July 28, 2006 as Job No. 06-4027. (Tracts 1 and 2)

e. Rights of the adjoining land owner in possession of land (unrecorded lease) lying west of a fence along the west property line and the fence encroachment located on the premises as referenced in S766437 of the Real Property Records of Harris County, Texas, as shown on that ALTA/ACSM Land Title Survey prepared by Fred W. Lawton of Landco, L.P. dated June 28, 2006 , last revised July 28, 2006 as Job No. 06-4027. (Tracts 1 and 2)

EXHIBIT C-2

Permitted Exceptions—Property Las Vegas

1. Taxes for the fiscal year 2006-2007, a lien not yet due and payable.

2. A lien of supplemental taxes, if any, assessed pursuant to the provisions of the Nevada Revised Statute 361.260. None due at date of policy.

3. The property described herein is located within the boundaries of the City of North Las Vegas and is subject to any fees that may be charged against said property by the hereinbefore mentioned district. No assessments and/or fees due at date of policy.

4. Water rights, claims or title to water.

5. Reservation in the Patent from the State of Nevada
   Recorded: December 11, 1945
   Book: 41 of Deeds, Pages 2 and 3 Doc/Inst. No. 209575 of Official Records

6. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: County of Clark
   Purpose: Perpetual avigation
   Recorded: May 12, 1962
   Book: 1564 Doc/Inst. No. 1523691 of Official Records

7. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: Nevada Power Company
   Purpose: Public utilities
   Recorded: September 6, 1989
   Book: 890906 Doc/Inst. No. 00749 of Official Records

8. Any private easements or lesser rights together with the rights, if any, of the City of North Las Vegas and/or The County of Clark, public utilities or special districts, which may not have been affected by the proceedings vacating that portion of Lone Mountain Road as the same was recorded October 10, 1995 in Book 951010 as Doc/Inst. No. 01157 of Official Records.

9. Matters contained in the dedication statement or elsewhere on the tract or parcel map shown below, which among other things provided:
   Tract/Parcel Map: PARCEL MAP in File 83 of Parcel Maps, Page 93

10. The effect of the following Record of Survey:
    File No.: 98, Page 40
    Recorded: October 27, 1998

Book: 981027 Doc/Inst. No. 00806 of Official Records

EXHIBIT C-3

Permitted Exceptions—Property San Diego

1. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2006-2007 which are a lien not yet payable.

2. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts will be collected with the regular real property taxes. No assessments due at date of policy.

3. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenge and Taxation Code of the State of California. None due at date of policy.

4. Water rights, claims or title to water, whether or not shown by the public records.

5. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land known as 38th Street, such rights having been relinquished by the map of said Tract as shown on ALTA/ACSM Land Title Survey by Scott E. Ohana of Advance Land Solutions, Inc. dated July 10, 2006, last revised July 21, 2006 as Job No. 06-4020.
   Said land, however, abuts a public thoroughfare over which rights of vehicular ingress and egress have not been relinquished.

6. The matters contained in a document entitled "Hillside Review Permit No. 45-251-0" recorded November 4, 1981 as Instrument No. 81-350141 of Official Records.

7. The matters contained in a document entitled "Planned Industrial Development Permit No. 40-015-0" recorded December 17, 1981 as Instrument No. 81-394832 of Official Records.

8. The matters contained in a document entitled "Declaration of Covenants for Public Improvements" recorded February 26, 1982 as Instrument No. 82-053174 of Official Records.

9. An easement for the purpose shown below and rights incidental thereto as set forth in a document
   Granted to: Midtown Mini-Storage, Ltd.
   Purpose: Slopes
   Recorded: April 9, 1982, as Instrument No. 82-097326 of Official Records
   A plat is attached to and made a part of said document which indicates the location or approximate location of said easement, which is also shown on ALTA/ACSM Land Title Survey by Scott E. Ohana of Advance Land Solutions, Inc. dated July 10, 2006, last revised July 21, 2006 as Job No. 06-4020.

EXHIBIT C-4

Permitted Exceptions—Property Colorado

1. Taxes and Assessments for 2006, a lien not yet due and payable.

2. Easements, conditions, provisions, restrictions and reservations as noted and/or delineated on the recorded plat of Mike Jelen Resubdivision recorded April 7, 1981 at Reception No. 81023309.

3. Right of way easement as granted to the City and County of Denver by instrument recorded March 26, 1936 in Book 379 at Page 94.

4. Right of way easement as granted to the City and County of Denver by instrument recorded March 26, 1936 in Book 379 at Page 96.

5. Right of way easement as granted to the Denver Board of Water Commissioners by instrument recorded February 8, 1951 in Book 707 at Page 218.

6. Any assessment or lien of the North Table Mountain Water and Sanitation District, as disclosed by the instrument recorded on November 7, 1958 in Book 1155 at page 393. No assessments due at date of policy.

7. Access to and from State Highway as set forth in Rule and Order recorded July 23, 1970 in Book 2197 at Page 86.

8. Reservations as contained in Ordinance Vacating Street recorded August 22, 1973 in Book 2541 at Page 581.

9. An easement for sewer and incidental purposes granted to North Table Mountain Water and Sanitation District by the instrument recorded on March 3, 1975 in Book 2707 at Page 204.

10. An easement for right of way and incidental purposes granted to the Denver Board of Water Commissioners by the instrument recorded on June 24, 1992 at Reception No. 92075127.

11. Terms, conditions, provisions, agreements and obligations specified under the Memorandum of Agreement by and between Blackhawk, Central City Ace Express Inc. and OneComm Corporation N.A., a Delaware corporation, d/b/a Nextel Communications recorded on July 20, 1999 at Reception No. F0911391.

12. Any assessment or lien of The Prospect Recreation and Park District, as disclosed by the instrument recorded on December 10, 1999 at Reception No. F0989244.

13. Terms, conditions, provisions, agreements and obligations specified under the Easement Agreement for Flowage Rights by and between 44 Eldridge, L.L.C. and Blackhawk, Central City Ace Express, Inc., a/k/a Coach USA-Denver recorded on May 6, 2002 at Reception No. F1476208.

EXHIBIT C-5

Permitted Exceptions—Property Oxnard

1. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2006-2007 which are a lien not yet payable.

2. The lien of any special assessment or tax resulting from the inclusion of the property in a special assessment district or Mello-Roos Community Facilities District, which may exist by virtue of assessment maps or notices filed and/or recorded by any such district. Assessments, if any, arising from such assessment districts will be collected with the regular real property taxes. No assessments due at date of policy.

3. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenge and Taxation Code of the State of California. None due at date of policy.

4. An easement for the purposes shown below and rights incidental thereto as shown or as offered for dedication on the recorded map shown below.

Map:	Tract No. 2843
Recorded:	In Book 91, Page(s) 29 to 34, inclusive of Miscellaneous Records
Easement purpose:	Storm drainage
Affects:	The Southwesterly 10 feet of Lot 18, as shown on the ALTA/ACSM Land title Survey dated June 28, 2006, last revised July 20, 2006 made by Scott Ohana of Advanced Land Solutions, Inc., as Job No. 06-4021.

5. A document subject to all the terms, provisions and conditions therein contained.

Entitled:	Declaration of Covenants, Conditions and Restrictions
Executed by:	Ferro Associates, Inc. and Ferro Family Partnership, a California Limited Partnership
Recorded:	February 4, 1987, as Instrument No. 87-016996, Official Records

6. An easement for the purpose shown below and rights incidental thereto as set forth in a document

Granted to:	Southern California Edison Company
Purpose:	Public utilities
Recorded:	January 22, 1982, as Instrument No. 006262, Official Records
Affects:	A portion of Lot 18
The above affects:	A strip of land 6 feet wide lying within Lot 18 of Tract No. 2843, as per map recorded in Book 91, Page(s) 29 through 32, inclusive, of Miscellaneous Records (Maps) in the Office of the County Recorder of said County; the center line of said strip of land is described as follows:

Beginning at the most Southerly corner of said Lot 18; thence North 43°30'00" West 180 feet; more or less, to the Northwesterly line of said Lot 18, as shown on the ALTA/ACSM Land title Survey dated June 28, 2006, last revised July 20, 2006 made by Scott Ohana of Advanced Land Solutions, Inc., as Job No. 06-4021.

7. A document subject to all the terms, provisions and conditions therein contained in a document

Entitled:	Offer to Grant an Easement Agreement (CSA 32)
By and between:	Ryder Truck Rental, Inc., a Florida Corporation
Recorded:	December 14, 1992, as Instrument No. 92-226520, Official Records
Affects:	Blanket in nature

8. Water rights, claims or title to water, whether or not shown by the public records.

9. A document subject to all the terms, provisions and conditions therein contained

Entitled:	Certificate of Completion
Dated:	December 1, 2005
By and between:	Everett Millais, Executive Officer, Venture LAFCO
Recorded:	December 1, 2005, as Instrument No. 20051201-0295768, Official Records
Affects:	The herein-described land and other land

EXHIBIT C-6

Permitted Exceptions—Property 812 Delano

1. Shortages in area.

2. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

3. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities.

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tied to the line of vegetation, or the rights of access to that area or easement along and across that area

4. Standby fees, taxes and assessments by any taxing authority for the year 2006 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to a change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.

5. The following matters and all terms of the documents creating or offering evidence of the matters:

   a. Subject property lies within the boundary of the Midtown Management District.

EXHIBIT C-7

Permitted Exceptions—Property 2201 Main

1. Shortages in area.

2. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

3. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities.

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tied to the line of vegetation, or the rights of access to that area or easement along and across that area

4. Standby fees, taxes and assessments by any taxing authority for the year 2006 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to a change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.

5. The following matters and all terms of the documents creating or offering evidence of the matters:

   a. Subject property lies within the boundary of the Midtown Management District.

EXHIBIT C-8

Permitted Exceptions—Property Jacksonville

1. Taxes and assessments for the year 2006 and subsequent years, not yet due and payable.

2. Building Restriction Line of 25 feet along street as shown in Plat Book 17, page 14, as shown on ALTA/ACSM Land Title Survey dated June 27, 2006, last revised July 21, 2006, made by Milton R. Gill of American Surveying Inc., designated as Job No. 06-4023.

3. Covenants, Restrictions and Easements as set forth in that instrument recorded in Official Records Book 3628, Page 27, the easements of which are as shown on ALTA/ACSM Land Title Survey dated June 27, 2006, last revised July 21, 2006, made by Milton R. Gill of American Surveying Inc., designated as Job No. 06-4023.

EXHIBIT D

Form of Subordination, Non-Disturbance and Attornment Agreement

---

_____

(Lender)

- and -

_____

(Tenant)

_____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

_____

Dated: _____, 20__

Location: _____

PREPARED BY AND UPON
RECORDATION RETURN TO:

Katten Muchin Rosenman LLP
525 W. Monroe
Suite 1600
Chicago, Illinois 60661-3693
Attention: _____

File No.: _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the _____ day of _____, 20__ by and between _____, and its successors and assigns having an address at _____ ("Lender") and _____, a _____, having an address at _____ ("Tenant").

RECITALS:

A. Lender is the present owner and holder of a certain **[mortgage/deed of trust/deed to secure debt]** and security agreement (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the "Security Instrument") dated _____, 200_, given by Landlord (defined below) to Lender which encumbers the fee estate of Landlord in certain premises known as _____ and described in Exhibit A attached hereto (the "Property") and which secures the payment of certain indebtedness owed by Landlord to Lender evidenced by a certain promissory note dated _____, 200_, given by Landlord to Lender (the note together with all extensions, renewals, modifications, substitutions and amendments thereof shall collectively be referred to as the "Note");

B. Tenant is the holder of a leasehold estate in a portion of the Property under and pursuant to the provisions of that certain Lease Agreement between _____, a _____ ("Landlord") and Tenant dated _____, 20__ (such lease, as modified and amended as set forth herein and as may be modified and amended from time to time being hereinafter referred to as the "Lease");

C. Tenant acknowledges that Landlord may transfer its interests under the Lease to a wholly owned subsidiary or affiliate of Lender ("Successor Landlord") and, as such, the term "Landlord" as used herein shall refer to the Landlord prior to the date of said transfer and to the Successor Landlord from and after the date of said transfer of Landlord's interest in the Lease to any such Successor Landlord; and

D. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, Tenant and Lender agree as follows:

1. SUBORDINATION. The Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options, including purchase options, if any, of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Security Instrument and to the lien thereof, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements

and extensions thereof and to all sums secured thereby and advances made thereunder with the same force and effect as if the Security Instrument had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. NON-DISTURBANCE. If any action or proceeding is commenced by Lender for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, Lender will not seek affirmative relief against Tenant and such joinder shall not result in the termination of the Lease or disturb Tenant's possession, enjoyment or use of the premises demised thereunder and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note or the Security Instrument. Lender agrees that it will not disturb Tenant's use, possession, and enjoyment of the Premises under the Lease upon any termination, repossession, any judicial or non-judicial foreclosure, or otherwise, or the exercise of any other remedy pursuant to the Note and the Security Instrument and any such actions shall be made subject to all rights of Tenant under the Lease and the Lease shall continue in full force and effect and none of Tenant's rights and benefits under the Lease will be adversely affected; provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights, (a) the Lease shall be in full force and effect and (b) no Event of Default shall have occurred and be occurring under the Lease. Upon Lender's entry on the Property for the purpose of any actions set forth in this section, Lender shall be liable to perform all the obligations of Landlord.

3. ATTORNMENT. If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument (Lender or such other purchaser being hereinafter referred as "Purchaser"), and the conditions set forth in Section 2 above have been met at the time Purchaser becomes owner of the Property, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease. In the event that purchaser becomes the owner of the Property, Tenant agrees to attorn to Purchaser provided that Purchaser recognizes all of Tenant's rights and privileges under the Lease and Purchaser by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment and shall be bound under all of the terms, covenants and conditions of the Lease, provided, however, that Purchaser shall not be (i) liable for the failure of any prior landlord (any such prior landlord, including Landlord, being hereinafter referred to as a "Prior Landlord") to perform any obligations of Prior Landlord under the Lease which have accrued prior to the date on which Purchaser shall become the owner of the Property (other than to cure defaults of a continuing nature of which Lender receives notice), (ii) subject to any offsets, defenses, abatements or counterclaims which shall have accrued in favor of Tenant against any Prior Landlord prior to the date upon which Purchaser shall become the owner of the Property (except that Purchaser shall be bound of which Lender receives notice by such offsets, defenses, abatements or counterclaims that arise from a default of Prior Landlord which continue after the time Purchaser acquires title to the Property), (iii) liable for the return of rental security deposits, if any, paid by Tenant to any Prior Landlord in accordance with the Lease unless such sums or instruments are actually received by Purchaser or a credit is given to Purchaser therefor, (iv) bound by any

payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any Prior Landlord unless (i) such sums are actually received by Purchaser or (ii) such prepayment shall have been expressly approved of by Purchaser or (v) bound by any agreement terminating or amending or modifying the rent, term, commencement date or other material term of the Lease, or any voluntary surrender of the premises demised under the Lease, made without Lender's, or after the acquisition of the Property, Purchaser's prior written consent which shall not be unreasonably withheld. In the event that any liability of Purchaser does arise pursuant to this Agreement or the Lease, such liability shall be limited and restricted to Purchaser's interest in the Property including the proceeds of insurance or sale of the property, if applicable and shall in no event exceed such interest. Notwithstanding the foregoing, Tenant shall be under no obligation to pay any rents to Purchaser until Tenant receives written notice from Prior Landlord or Lender that Purchaser has succeeded to the interest of the Prior Landlord under the Lease.

4. NOTICE TO TENANT. After notice is given to Tenant by Lender that the Landlord is in default under the Note and the Security Instrument and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease, any payments so made by Tenant to Lender shall be deemed to be payments made by Tenant to Landlord under the Lease as satisfaction of Tenant's obligations under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments. Lender hereby agrees that nothing in this Agreement shall affect or otherwise limit (or require Lender's prior consent before Tenant may exercise) Tenant's rights to terminate the Lease under the circumstances, terms and conditions specifically set forth in the Lease.

5. NOTICE TO LENDER AND RIGHT TO CURE. Tenant shall notify Lender of any default by Landlord under the Lease and agrees that, notwithstanding any provisions of the Lease to the contrary, such notice shall not be effective unless Lender shall have received notice of default and shall have failed within thirty (30) calendar days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) calendar days, shall have failed within thirty (30) calendar days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default, provided, however that such cure period does not enter beyond ninety (90) calendar days after the date Lender receives a notice from Tenant or Landlord's default. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default.

6. NOTICES. All notices or other written communications hereunder shall be given in accordance with the Lease as provided below:

If to Tenant: _____
_____
_____
Attn: _____

If to Lender: _____
_____
_____
Attn: _____

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Purchaser and their respective successors and assigns.

8. GOVERNING LAW. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

9. MISCELLANEOUS. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

_____,
a _____

By: _____
Name: _____
Title: _____

TENANT:

_____,
a _____

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the provisions of Section 4 hereof:

LANDLORD:

_____, a(n)
_____

By:_____
Name: _____
Title:_____

ACKNOWLEDGMENTS

LENDER:

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public in the State and County aforesaid, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires on _____

TENANT:

STATE OF_____)
) SS
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public in the State and County aforesaid, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires on _____

LANDLORD:

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public in the State and County aforesaid, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires on _____

EXHIBIT A (to SNDA)

(Description of Property)

EXHIBIT E

UNDERGROUND STORAGE TANKS

(See attached)

CUSA Sale/Leaseback Tank Schedule as of 08.09.06								
Region	Address	City	ST	Tank No.	UST/ AST	Capacity	Contents	Install
Mountain	14000 W. 44th Avenue	Golden	CO	1	U	10,000	Diesel	1997
Western	4020 E. Lone Mountain Road	Las Vegas	NV	1	U	12,000	Diesel	1990
Western	4020 E. Lone Mountain Road	Las Vegas	NV	2	U	500	Used Oil	1990
South Central	812 Delano	Houston	TX	1	U	550	Used Oil	1984
South Central	812 Delano	Houston	TX	2	U	550	Out of Servi	1984
South Central	812 Delano	Houston	TX	3	U	8,000	Out of Servi	1984
South Central	812 Delano	Houston	TX	4	U	12,000	Diesel	1981
South Central	812 Delano	Houston	TX	5	U	12,000	Diesel	1981
South Central	812 Delano	Houston	TX	6	U	12,000	Diesel	1981
South Central	950 McCarty Drive	Houston	TX	1	U	20,000	Diesel	1998
Western	498 Lambert Street	Oxnard	CA	1	U	12,000	Diesel	1988
Western	498 Lambert Street	Oxnard	CA	2	U	12,000	Diesel	1988
Western	498 Lambert Street	Oxnard	CA	3	U	12,000	Diesel	1988
Western	498 Lambert Street	Oxnard	CA	4	U	6,000	Motor Oil	1988

EXHIBIT F

ENVIRONMENTAL MATTERS

950 McCarty Drive
Houston, TX

- Tenant to provide closure documentation from applicable regulatory agencies related to the removal of two UST's in 1990, demonstrating remediation and/or closure activities were completed to the satisfaction of applicable regulatory agencies and in compliance with all applicable laws.

- An April 1998 Phase II report provided by Tenant reflects ground water contamination at the site related to fuel leaks. Tenant to provide documentation reflecting remediation and or closure with respect to applicable regulatory agencies, demonstrating remediation and/or closure activities were completed to the satisfaction of applicable regulatory agencies and in compliance with all applicable laws.

- The seven (7) acre tract of undeveloped land at this site is impacted by contamination generated by a prior user. This user, Weatherford, is currently pursuing bids for remediation of this contamination. Tenant to insure that this remediation commences within 90 days after the Commencement Date and is completed to the satisfaction of applicable regulatory agencies and in compliance with all applicable laws.

3501 West Beaver Street
Jacksonville, FL

- A former occupant of the site, Penske Truck Leasing, removed six UST's. During removal, impacted soil was identified resulting in ongoing ground water monitoring at the property related to this removal. Sampling is required every six months to determine whether the ground water impact has attenuated to acceptable levels. Tenant to insure that the remediation of the site is completed to the satisfaction of applicable regulatory agencies and in compliance with all applicable laws.

EXHIBIT G

SITE PERCENTAGES

This Exhibit G shall be used solely for the purpose of adjusting Base Rent specifically relating to paragraphs 4(b) and 4(c) of this Lease.

Except for the specific purposes set forth above and as specially referenced in such specific Lease provision described above, this Exhibit G and the Site Percentages set forth herein shall not be used or assumed to be available for any other purpose whatsoever.

Site	City	State	Percentage
3888 BEECH STREET	SAN DIEGO	CA	14.6
498 LAMBERT ST.	OXNARD	CA	6.0
14000 W. 44TH AVE.	GOLDEN	CO	6.4
3501 W. BEAVER STREET	JACKSONVILLE	FL	3.1
4020 EAST LONE MOUNTAIN ROAD	N. LAS VEGAS	NV	34.4
812 DELANO STREET	HOUSTON	TX	3.6
950 MCCARTY DRIVE	HOUSTON	TX	28.8
2201 MAIN STREET	HOUSTON	TX	3.1

Katten

Katten Muchin Rosenman LLP

525 W. Monroe Street
Chicago, IL 60661-3693
312.902.5200 tel
312.902.1061 fax

PAIGE E. BARR
paige.barr@kattenlaw.com
312.902.5644 direct
312.902.1061 fax

March 27, 2012

Via Federal Express
Via Overnight Delivery

BMG Group, Inc.
Attn: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, Minnesota 55317

Re: In re Coach AM Group Holdings Corp., et al. (Case No. 12-10010)(Jointly Administered)

Ladies and Gentlemen:

Enclosed please find eight proof of claims on behalf of iStar Busco Inc. for filing in the above referenced cases of CUSA K-TCS, LLC, CUSA GCBS, LLC, CUSA BCCAE, LLC, CUSA, LLC, CUSA GCT, LLC, CUSA EE, LLC, CUSA CC, LLC, and American Coach Lines of Jacksonville, Inc. Also enclosed are copies of each proof of claim and a return envelope with pre-paid postage for the return of copies of the filed claim.

Sincerely,

Paige Barr

Paige E. Barr

PEB:
Enclosures

RECEIVED
MAR 28 2012
BMC GROUP

From: (312) 902-5200
Paige Barr
Katten Muchin Rosenman LLP
525 West Monroe St

Chicago, IL 60661

Origin ID: CHIA

FedEx Express

J12101112190225

Ship Date: 27MAR12
ActWgt: 5.0 LB
CAD: 103180852/WSXI2500

Delivery Address Bar Code

Ref # 208972.00562-42248
Invoice #
PO #
Dept #

SHIP TO: (312) 577-8115 BILL SENDER

Coach America Claims Processing
BMC Group, Inc.
18675 Lake Dr E

Chanhassen, MN 55317

RELEASE#: 3785346

WED - 28 MAR A1
STANDARD OVERNIGHT

TRK# 7982 1670 9205
0201

NA FBLA

55317
MN-US
MSP

512G1/C44D/A278

FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.