

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is entered into as of February 18, 2009 (the "Effective Date"), by The Industrial Development Authority of the City of San Luis, an Arizona nonprofit corporation designated as a political subdivision (the "Assignor"), and the City of San Luis, Arizona, an Arizona municipal corporation ("Assignee"), with reference to the following:

A. Assignor and Assignee, have entered into that certain Purchase and Sale Agreement dated February 2, 2009, in which Assignor has agreed to sell and Assignee has agreed to purchase Seller's interest in the real property and improvements located at 580 North San Luis Plaza, San Luis, Arizona (collectively, the "Property").

B. In conjunction with the above-mentioned sale and purchase transaction, Assignor and Assignee are entering into this Assignment for the purpose of assigning to Assignee all of Assignor's right, title, and interest in and to: (i) all current lease agreements with respect to the Property ("Leases") as listed on the rent roll attached as Appendix One; (ii) all refundable deposits (to the extent refundable and unapplied) made by tenants of the Property and held by Assignor as of the Effective Date ("Deposits"); and (iii) all claims against the tenants for monies or services (the "Claims").

NOW, THEREFORE, in consideration of the covenants, agreements and promises set forth herein below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do agree as follows:

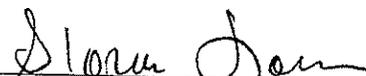
1. Assignment. As of the Effective Date, Assignor hereby assigns, absolutely and irrevocably, to Assignee all of Assignor's right, title, interest and obligations in, to and under the Leases and to the Deposits and Claims.
2. Acceptance and Assumption. Buyer agrees to assume the Leases and to perform all of the obligations of Assignee under the Leases that are required to be performed subsequent to the Effective Date. Buyer agrees to hold and apply all Deposits as required by Arizona law and the Leases. Buyer agrees to indemnify and hold harmless, Seller, on Seller's demand, for, from, and against any and all claims, demands, lawsuits, damages, expenses, costs, fees, attorney fees, and the like arising out of the Leases or the acts or omissions of Buyer or its managing agent on and after the Effective Date. Seller agrees to indemnify and hold harmless, Buyer, on Buyer's demand, for, from, and against any and all claims, demands, lawsuits, damages, expenses, costs, fees, attorney fees, and the like arising out of the Leases or the acts or omissions of Seller prior to the Effective Date.
3. Limited Representations. All assignments made by Seller pursuant to this Assignment are made without any express or implied warranty or representation other than as follows: (i) Seller represents that Seller is the landlord under the Leases, owns all right, title, and interest to the Leases, Deposits (subject to the rights of tenants) and Claims; and (ii) Seller has not assigned, pledged, or transferred any right or interest in the Leases.
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
5. Governing Law. This Assignment shall be governed by, construed and enforced in accordance with the internal laws of the State of Arizona.

6. Counterparts. This Assignment may be executed in counterparts, and when together, such executed original counterparts shall constitute but one original hereof.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases as of the day and year first written above.

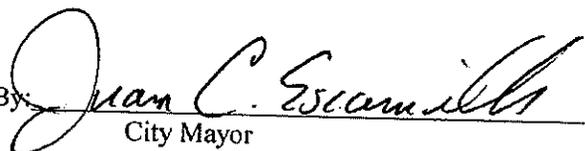
**"ASSIGNOR"**

THE INDUSTRIAL DEVELOPMENT  
AUTHORITY OF THE CITY OF SAN LUIS

By:   
President

**"ASSIGNEE"**

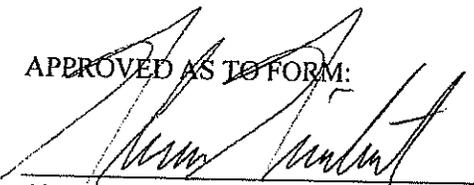
CITY OF SAN LUIS, ARIZONA

By:   
City Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

*[Signature page to Assignment and Assumption of Leases]*

APPENDIX ONE

**LEASE AGREEMENT**

**The Industrial Development Authority of San Luis, Arizona,  
AS LANDLORD,**

**AND**

**Advanced Call Center Technologies, LLC  
AS TENANT.**

**580 NORTH SAN LUIS, SAN LUIS PLAZA  
SAN LUIS, ARIZONA**

The interest of The Industrial Development Authority of San Luis in this Lease has been assigned to \_\_\_\_\_, as trustee (the "Trustee") under the Trust Indenture, dated as of \_\_\_\_\_, 2007 ("Indenture"), by and between The Industrial Development Authority of San Luis, Arizona and the Trustee, and is subject to the security interest of the Trustee.

1. TABLE OF CONTENTS

|  | Page |
|--|------|
| DEFINITIONS.....   | 1    |
| BASIC TERMS.....   | 1    |
| ARTICLE 1 LEASE OF PREMISES AND LEASE TERM.....                          | 3    |
| 1.1 Premises.....  | 3    |
| 1.2 Term; Commencement.....  | 3    |
| 1.3 Quiet Enjoyment.....   | 3    |
| ARTICLE 2 RENTAL AND OTHER PAYMENTS.....                                 | 3    |
| 2.1 Basic Rent.....  | 3    |
| 2.2 Additional Rent.....   | 3    |
| 2.3 Delinquent Rental Payments.....                                      | 4    |
| 2.4 No Accord and Satisfaction.....                                      | 4    |
| ARTICLE 3 PROPERTY EXPENSES.....   | 4    |
| 3.1 Payment of Excess Property Expenses.....                             | 4    |
| 3.2 Estimation of Tenant's Share of Excess Property Expenses.....        | 4    |
| 3.3 Payment of Estimated Tenant's Share of Excess Property Expenses..... | 5    |
| 3.4 Confirmation of Tenant's Share of Excess Property Expenses.....      | 5    |
| 3.5 Tenant's Inspection and Audit Rights.....                            | 5    |
| 3.6 Personal Property Taxes.....   | 5    |
| 3.7 Landlord's Right to Contest Property Taxes.....                      | 5    |
| ARTICLE 4 TENANT'S USE.....  | 6    |
| 4.1 Permitted Use.....   | 6    |
| 4.2 Tenant's Hiring Contingency.....                                     | 6    |
| 4.3 Acceptance of Premises.....  | 6    |
| 4.4 Indemnification.....   | 7    |
| ARTICLE 5 HAZARDOUS MATERIALS.....                                       | 7    |
| 5.1 Compliance with Hazardous Materials Laws.....                        | 7    |
| 5.2 Notice of Actions.....   | 7    |
| 5.3 Hazardous Materials Indemnification.....                             | 7    |
| ARTICLE 6 SERVICES AND UTILITIES.....                                    | 8    |
| 6.1 Landlord's Obligations.....  | 8    |
| 6.1.1 Electrical Energy.....   | 8    |
| 6.1.2 Heating, Ventilation and Air Conditioning.....                     | 8    |
| 6.1.3 Water.....   | 8    |
| 6.2 Tenant's Obligations.....  | 9    |
| ARTICLE 7 MAINTENANCE AND REPAIR.....                                    | 9    |
| 7.1 Landlord's Obligations.....  | 9    |
| 7.2 Tenant's Obligations.....  | 9    |
| 7.2.1 Maintenance of Premises.....                                       | 9    |
| 7.2.2 Notice to Landlord.....  | 9    |
| 7.3 Supplemental Equipment.....  | 10   |

|            |  |    |
|------------|--|----|
| ARTICLE 8  | ALTERATIONS.....   | 10 |
|            | 8.1 Liens.....   | 10 |
|            | 8.2 Indemnification.....                                 | 11 |
| ARTICLE 9  | RIGHTS RESERVED BY LANDLORD.....                         | 11 |
|            | 9.1 Landlord's Entry.....                                | 11 |
|            | 9.2 Right to Cure.....                                   | 11 |
| ARTICLE 10 | INSURANCE.....   | 11 |
|            | 10.1 Tenant's Insurance.....                             | 11 |
|            | 10.1.1 Liability Insurance.....                          | 11 |
|            | 10.1.2 Property Insurance.....                           | 12 |
|            | 10.2 Landlord's Insurance.....                           | 12 |
|            | 10.2.1 Property Insurance.....                           | 12 |
|            | 10.2.2 Liability Insurance.....                          | 12 |
|            | 10.2.3 Other Insurance.....                              | 12 |
|            | 10.3 Waivers and Releases of Claims and Subrogation..... | 12 |
|            | 10.3.1 Tenant's Waiver and Release.....                  | 12 |
|            | 10.3.2 Landlord's Waiver and Release.....                | 13 |
|            | 10.3.3 Limitation on Waivers of Claims.....              | 13 |
|            | 10.4 Tenant's Failure to Insure.....                     | 13 |
|            | 10.5 No Limitation.....                                  | 13 |
| ARTICLE 11 | DAMAGE OR DESTRUCTION.....                               | 13 |
|            | 11.1 Tenatable Within 270 Days.....                      | 13 |
|            | 11.2 Landlord's Repair; Rent Abatement.....              | 14 |
|            | 11.3 Rent Abatement if Lease Terminates.....             | 14 |
|            | 11.4 Exclusive Casualty Remedy.....                      | 14 |
|            | 11.5 Notice to Landlord.....                             | 14 |
| ARTICLE 12 | EMINENT DOMAIN.....                                      | 14 |
|            | 12.1 Termination of Lease.....                           | 14 |
|            | 12.2 Landlord's Repair Obligations.....                  | 14 |
|            | 12.3 Tenant's Participation.....                         | 15 |
| ARTICLE 13 | TRANSFERS.....   | 15 |
|            | 13.1 Restriction on Transfers.....                       | 15 |
|            | 13.2 Costs.....  | 15 |
|            | 13.3 Landlord's Consent Standards.....                   | 15 |
|            | 13.4 Permitted Transfers.....                            | 15 |
| ARTICLE 14 | DEFAULTS; REMEDIES.....                                  | 15 |
|            | 14.1 Events of Default.....                              | 16 |
|            | 14.1.1 Failure to Pay Rent.....                          | 16 |
|            | 14.1.2 Failure to Perform.....                           | 16 |
|            | 14.1.3 Insolvency.....                                   | 16 |
|            | 14.1.4 Termination.....                                  | 16 |
|            | 14.1.5 Landlord Rights.....                              | 16 |
|            | 14.1.6 Damages.....                                      | 17 |
|            | 14.1.7 Future Rent.....                                  | 17 |
|            | 14.1.8 Additional Rights.....                            | 17 |
|            | 14.1.9 Other Remedies.....                               | 18 |
|            | 14.1.10 Mitigation.....                                  | 18 |
|            | 14.2 Costs.....  | 18 |
|            | 14.3 Waiver of Re-entry Claims.....                      | 18 |

|             |  |    |
|-------------|--|----|
| 14.4        | Landlord's Default .....   | 18 |
| 14.5        | No Waiver .....  | 18 |
| ARTICLE 15  | CREDITORS; ESTOPPEL CERTIFICATES .....   | 19 |
| 15.1        | Subordination .....  | 19 |
| 15.2        | Attornment .....   | 19 |
| 15.3        | Estoppel Certificates .....  | 19 |
| 15.3.1      | Failure to Deliver .....   | 20 |
| ARTICLE 16  | SURRENDER; HOLDING OVER .....  | 20 |
| 16.1        | Surrender of Premises .....  | 20 |
| 16.2        | Holding Over .....   | 20 |
| ARTICLE 17  | TENANT IMPROVEMENTS .....  | 20 |
| 17.1        | Tenant's Representative .....  | 21 |
| 17.2        | Substantial Completion .....   | 21 |
| 17.3        | Punch List .....   | 21 |
| 17.4        | Construction Warranty .....  | 22 |
| 17.5        | Tenant Finish Work .....   | 22 |
| ARTICLE 18  | ADDITIONAL COVENANTS AND PROVISIONS .....  | 22 |
| 18.1        | Tenant Acknowledgement of the Bonds; Subordination of Lease; Information<br>provided to Registered Owners of the Bonds ..... | 23 |
| 18.2        | Security Deposit .....   | 23 |
| 18.3        | Supplemental Equipment .....   | 23 |
| ARTICLE 19  | SATELLITE DISHES .....   | 23 |
| ARTICLE 20  | MISCELLANEOUS PROVISIONS .....   | 24 |
| 20.1        | Notices .....  | 24 |
| 20.2        | Transfer of Landlord's Interest .....  | 25 |
| 20.3        | Successors .....   | 25 |
| 20.4        | Captions and Interpretation .....  | 25 |
| 20.5        | Relationship of Parties .....  | 25 |
| 20.6        | Entire Agreement; Amendment .....  | 25 |
| 20.7        | Severability .....   | 25 |
| 20.8        | Landlord's Limited Liability .....   | 25 |
| 20.9        | Survival .....   | 25 |
| 20.10       | Brokers .....  | 26 |
| 20.11       | Governing Law .....  | 26 |
| 20.12       | Time is of the Essence .....   | 26 |
| 20.13       | Independent Obligations .....  | 27 |
| 20.14       | Tenant's Organization Documents; Authority .....   | 27 |
| 20.15       | Force Majeure .....  | 27 |
| 20.16       | Management .....   | 27 |
| 20.17       | Construction of Lease and Terms .....  | 27 |
| 1.1         | EXHIBITS   |    |
| EXHIBIT "A" | Definitions  |    |
| EXHIBIT "B" | Floor Plan   |    |
| EXHIBIT "C" | Property Plan  |    |
| EXHIBIT "D" | Commencement Date Memorandum   |    |
| EXHIBIT "E" | Hiring Standards   |    |
| EXHIBIT "F" | Base Services Standards  |    |

EXHIBIT "G"  
EXHIBIT "H"  
Exhibit "I"

Equipment  
Base Building Improvements  
Subordination and Attornment Agreement

## LEASE AGREEMENT

This Lease Agreement is made and entered into as of the Effective Date by and between The Industrial Development Authority of San Luis, Arizona, a political subdivision of the State of Arizona, as Landlord, and Advanced Call Center Technologies, LLC, a Georgia limited liability company, as Tenant.

### 1.2 DEFINITIONS

Capitalized terms used in this Lease and not defined elsewhere have the meanings given them on the attached EXHIBIT "A".

### 1.3 BASIC TERMS

The following Basic Terms are applied under and governed by the particular section(s) in this Lease pertaining to the following information:

1. **Premises:** Approximately 40,000 rentable square feet located within the Building as depicted on EXHIBIT "B". The Building is located at 580 North San Luis [**Street**] in San Luis, Arizona on land shown on Exhibit "C". The Building will contain approximately 84,000 rentable square feet. The final rentable square footage of the Premises and rentable square footage of the Building will be determined as provided in Section 1.1.
2. **Lease Term:** 15 years (180 months) starting on the Commencement Date for the First Phase.
3. **Extension Period(s):** None.
4. **Delivery Date:** For the First Phase, the earlier of April 1, 2007 and or the date of Substantial Completion of the Base Building Improvements for the First Phase, and (ii) for the Second Phase, the earlier of June 15, 2007 (or such earlier date as is possible with Landlord using its reasonable commercial efforts) and the date of Substantial Completion of the Base Building Improvements for Second Phase.
5. **Commencement Date:** The date that each Phase, as applicable, is delivered to Tenant for its use and possession pursuant to the terms of this Lease.
6. **Basic Rent:** : \$1.25 per month per rentable square foot of the Premises ("**Monthly Basic Rent**") or \$15.00 per year per rentable square foot ("**Annual Basic Rent**")
7. **Tenant's Share of Excess Property Expenses:** 23.81% for the First Phase and 47.62% for both Phases
8. **Expense Stop: \$25,000;** applied against Tenant's Share of Excess Property Expenses in each calendar year before Additional Rent is payable.
9. **Permitted Use:** Call center operations and general office uses
10. **Security Deposit:** \$100,000
11. **Initial Property Manager/  
Rent Payment Address:** Industrial Development Authority of San Luis, Arizona  
767 North First Ave.  
P.O. Box 1170  
San Luis, Arizona 85349

Attn Finance Director of City of San Luis  
Telephone 928 627-2027  
Facsimile 928 627-2235

12. **Address of Landlord  
for Notices:**

The Industrial Development Authority of San Luis  
767 North First Avenue  
San Luis, Arizona 85349  
Attn: Ned Ramirez  
Telephone: 928.627.2027  
Facsimile: 928.627.2235

With a copy to:

City Attorney  
767 North First Avenue  
San Luis, Arizona 85349  
Telephone: 928.627.2027  
Facsimile: 928-627.3879

With a copy to:

Property Manager at the address set forth above.

13. **Address of Trustee  
for Notices**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

14. **Address of Tenant  
for Notices:**

Advanced Call Center Technologies, LLC  
1235 Westlakes Drive, Suite 160  
Berwyn, Pennsylvania 19312  
Attn: President  
Telephone: 610.640.4900  
Facsimile: 610.640.4981

With a copy:

A. John May III, Esquire  
Pepper Hamilton LLP  
400 Berwyn Park  
899 Cassatt Road  
Berwyn, Pennsylvania 19312  
Telephone: 610.640.7819  
Facsimile: 610.640.7835

15. **Broker:**

None.

16. **Guarantor:**

None.

**ARTICLE 1  
LEASE OF PREMISES AND LEASE TERM**

**1.1 Premises.** In consideration of the covenants and agreements set forth in this Lease and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, upon and subject to the terms and conditions set forth in this Lease. The approximate sizes of the Premises and Building are set forth in the Basic Terms. Pending measurement as provided below, those figures will be used for determining Rent. Prior to or upon Substantial Completion, Landlord's architect will measure the Premises and the Building. The Premises and the Building will be measured substantially in accordance with the 2006 International Building Code, as published by the International Code Council. The square footage as so determined will be specified in the Commencement Date Memorandum executed as provided in Section 1.2. Landlord and Tenant agree that such measurement by Landlord's architect will conclusively establish the size of the Premises and the Building for determining Rent and for all other purposes under this Lease.

The parties intend for Landlord to deliver the Premises in two separate phases (each, a "**Phase**"), with the initial Phase being comprised of approximately fifty percent (50%) of the Premises, as outlined on **EXHIBIT "B"** (the "**First Phase**"), and the second Phase being the balance of the Premises (the "**Second Phase**").

**1.2 Term; Commencement.** The Term of this Lease is the period stated in the Basic Terms. The Term commences on the Commencement Date and expires at 5:00 p.m. on the last day of the last calendar month of the Term. Landlord will tender possession of the Premises to Tenant upon Substantial Completion of the Base Building Improvements for the applicable Phase pursuant to Article 17. Promptly after the Commencement Date, Landlord and Tenant will execute a "**Commencement Date Memorandum**" in substantially the form of **EXHIBIT "D"** to this Lease.

**1.3 Quiet Enjoyment.** Landlord covenants that it has the right to enter into this Lease and that if Tenant pays all Rent as and when due and keeps, observes and fully satisfies all other covenants, obligations and agreements of Tenant under this Lease, then Tenant shall peaceably and quietly hold, the full possession of and enjoy the Premises during the Term, subject to the terms and conditions of this Lease, free from molestation or hindrance by Landlord or any person claiming by, through or under Landlord.

**1.4 Common Areas.** The Tenant and its employees, agents, invitees and licensees shall, subject to the terms of this Lease, have the right to access and use of all parking areas, walkways, stairs, driveways, and all such areas on the Property located outside of the Building ("Common Areas") and such other areas which may hereafter be provided by Landlord from time to time for the general use, in common, of Tenant and other tenants, their employees, agents, invitees and licensees

**ARTICLE 2  
RENTAL AND OTHER PAYMENTS**

**2.1 Basic Rent.** Tenant will pay Basic Rent for each Phase in monthly installments to Trustee, in advance, beginning on the Commencement Date for such Phase and thereafter on the first day of each and every calendar month during the Term. The Basic Rent payments payable to the Trustee shall be paid in lawful money of the United States of America to the Trustee for deposit in accordance with the Indenture. Tenant will make all Basic Rent payments to the Rent Payment Address specified in the Basic Terms or at such other place or in such other manner as Trustee may from time to time designate in writing. Tenant will make all Basic Rent payments without offset or deduction and without any previous demand, invoice or notice for payment, except as otherwise provided in this Lease. Trustee will prorate, on a per diem basis, Basic Rent for any partial month within the Term that the Commencement Date for the applicable Phase shall occur.

**2.2 Additional Rent.** Article 3 of this Lease requires Tenant to pay Tenant's Share of Excess Property Expenses as Additional Rent pursuant to estimates Landlord delivers to Tenant. Tenant will

make all such payments in accordance with Section 3.3 without offset or deduction and without any previous demand, invoice or notice for payment, except as otherwise provided in this Lease. Tenant will pay all other Additional Rent described in this Lease within 30 days after receiving Landlord's invoice for such Additional Rent. Tenant will make all Additional Rent payments to the same location and, except as described in the previous sentence, in the same manner as Basic Rent payments.

**2.3 Delinquent Rental Payments.** If Trustee does not receive any payment of Basic Rent or Additional Rent within ten days after the date the payment is due, Tenant will pay Trustee a late payment charge equal to five percent of the amount of the delinquent payment. Further, if Trustee does not receive any payment of Basic Rent or Additional Rent within 30 days after the date the payment is due, Tenant will pay Trustee interest on the delinquent payment calculated at the Maximum Rate from the date the payment is due through the date the payment is received by Trustee. The parties agree that such amounts represent a fair and reasonable estimate of the damages Landlord and Trustee will incur by reason of such late payment. Such charges will be considered Additional Rent and Trustee's right to such compensation for the delinquency is in addition to all of Trustee's rights and remedies under this Lease, at law or in equity.

**2.4 No Accord and Satisfaction.** No statement on a payment check from Tenant or in a letter accompanying a payment check is binding on Landlord or Trustee. Trustee may, with or without notice to Tenant, negotiate such check without being bound to the conditions of any such statement. No acceptance by Trustee of full or partial Rent during the continuance of any breach or default by Tenant constitutes a waiver of any such breach or default. If Tenant pays any amount other than the actual amount due Trustee, receipt or collection of such partial payment does not constitute an accord and satisfaction. Trustee may retain any such partial payment, whether restrictively endorsed or otherwise, without prejudice to Trustee's right to collect the balance properly due. If all or any portion of any payment is dishonored for any reason, payment will not be deemed made until the entire amount due is actually collected by Trustee. The foregoing provisions apply in kind to the receipt or collection of any amount by a lock box agent or other person on Landlord's behalf.

**2.5 Gross Lease.** This Lease is a gross lease, and the Basic Rent includes all costs of operation of the Project, and Tenant shall have no obligation to pay to Landlord any additional charges for operations or otherwise except as expressly provided herein.

### **ARTICLE 3 PROPERTY EXPENSES**

**3.1 Payment of Excess Property Expenses.** Tenant will pay, as Additional Rent and in the manner this Article 3 describes, Tenant's Share of Excess Property Expenses for each calendar year of the Term. If the Term includes any partial calendar years, or Tenant is otherwise required under this Lease to pay Tenant's Share of Excess Property Expenses for only part of a full calendar year, or the Tenant's Share of Excess Property Expenses shall change within a calendar year, Landlord, or Trustee on behalf of Landlord, will appropriately prorate Tenant's Share of Excess Property Expenses for such partial calendar year on a per diem basis based on the number of days within such partial calendar year.

**3.2 Estimation of Tenant's Share of Excess Property Expenses.** Landlord will deliver to Tenant a written estimate of the following for each calendar year of the Term: (a) Property Expenses, (b) Excess Property Expenses, (c) Tenant's Share of Excess Property Expenses and (d) the annual and monthly Additional Rent attributable to Tenant's Share of Excess Property Expenses. Landlord may re-estimate Property Expenses from time to time during the Term provided that re-estimates shall not occur more than two times in any calendar year and provided that such estimate shall not result in more than a two percent increase in Additional Rent for such Excess Property Expenses. In such event, Landlord will revise the monthly Additional Rent attributable to Tenant's Share of Excess Property Expenses to an amount sufficient for Tenant to pay the re-estimated amount over the balance of the calendar year. Landlord will notify Tenant in writing at least 30 days prior to the effective date of any such re-estimate.

**3.3 Payment of Estimated Tenant's Share of Excess Property Expenses.** Tenant will pay the amount Landlord estimates as Tenant's Share of Excess Property Expenses under Section 3.2 in equal monthly installments, in advance, beginning on the Commencement Date and thereafter on the first day of each and every calendar month during the Term. If Landlord has not delivered a new estimate to Tenant by the first day of January of the applicable calendar year, Tenant will continue paying Tenant's Share of Excess Property Expenses based on Landlord's estimates for the previous calendar year. When Tenant receives Landlord's estimates for the current calendar year, Tenant will pay the estimated amount for such calendar year (less amounts Tenant paid to Trustee in accordance with the immediately preceding sentence) in equal monthly installments over the balance of such calendar year, with the number of installments being equal to the number of full calendar months remaining in such calendar year.

**3.4 Confirmation of Tenant's Share of Excess Property Expenses.** After the end of each calendar year within the Term, Landlord, or Trustee, will determine the actual amount of Tenant's Share of Excess Property Expenses for the expired calendar year and deliver to Tenant a written statement of such amount. If Tenant paid less than the amount of Tenant's Share of Excess Property Expenses specified in the statement, Tenant will pay the difference to Trustee as Additional Rent. If Tenant paid more than the amount of Tenant's Share of Excess Property Expenses specified in the statement, Trustee will, at Tenant's option, either (a) refund the excess amount to Tenant, or (b) credit the excess amount against Tenant's next due monthly installment or installments of estimated Additional Rent, in each case together with interest at a rate of eight percent (8%) per annum. If Landlord is delayed in delivering such statement to Tenant, such delay does not constitute a waiver of either party's rights under this Section.

**3.5 Tenant's Inspection and Audit Rights.** If Tenant desires to audit Landlord's determination of the actual amount of Tenant's Share of Excess Property Expenses for any calendar year, Tenant must deliver to Landlord written notice of Tenant's election to audit within 60 days after Landlord's delivery of the statement of such amount under Section 3.4. If such notice is timely delivered, Tenant (but not any subtenant or assignee) may, at Tenant's sole cost and expense, cause a certified public accountant reasonably acceptable to Landlord to audit Landlord's records relating to such amounts on a non-contingent basis. Such audit will take place during regular business hours at a time and place reasonably acceptable to Landlord (which may be the location where Landlord or Property Manager maintains the applicable records). Tenant's election to audit Landlord's determination of Tenant's Share of Excess Property Expenses is deemed withdrawn unless Tenant completes and delivers the audit report to Landlord within 180 days after the date Tenant delivers its notice of election to audit to Landlord under this Section. If the audit report shows that the amount Landlord charged Tenant for Tenant's Share of Excess Property Expenses was greater than the amount this Article 3 obligates Tenant to pay, unless Landlord reasonably contests the audit, Landlord will refund the excess amount to Tenant, together with interest on the excess amount (computed at 10% per annum from the date Tenant delivers its dispute notice to Landlord), within 30 days after Landlord receives a copy of the audit report. If the audit report shows that the amount Landlord charged Tenant for Tenant's Share of Excess Property Expenses was less than the amount this Article 3 obligates Tenant to pay, Tenant will pay to Landlord, as Additional Rent, the difference between the amount Tenant paid and the amount determined in the audit within thirty days after Landlord's receipt of the audit. Pending resolution of any audit under this Section, Tenant will continue to pay to Landlord all estimated amounts of Tenant's Share of Excess Property Expenses in accordance with Section 3.3. Tenant must keep all information it obtains in any audit strictly confidential and may only use such information for the limited purpose this Section describes and for Tenant's own account.

**3.6 Personal Property Taxes.** Tenant will pay, prior to delinquency, all taxes charged against Tenant's Personal Property. Tenant will use all reasonable efforts to have Tenant's Personal Property taxed separately from the Property. If any of Tenant's Personal Property is taxed with the Property, Tenant will pay the taxes attributable to Tenant's Personal Property to Landlord as Additional Rent.

**3.7 Landlord's Right to Contest Property Taxes.** In the event Property Taxes are assessed against the Property, Tenant may, but is not obligated to, contest the amount or validity, in whole or in

part, of any Property Taxes; provided that in any event Landlord shall be responsible for the payment of all Property Taxes, subject to reimbursement by Tenant pursuant to the terms of this Article.

#### **ARTICLE 4 TENANT'S USE**

**4.1 Permitted Use.** Tenant will use the Premises only for the permitted use specified in the Basic Terms and may not use the Premises for any other purposes. Tenant will not conduct such permitted use, or allow such permitted use to be conducted, in violation of any Laws or in any manner that would (a) violate any certificate of occupancy affecting the Property; or (b) violate, invalidate or cause a loss of coverage under any insurance now or after the Effective Date in force with respect to the Property. Tenant will not commit any nuisance or waste in, on or about the Premises or the Property. Tenant will obtain and maintain, at Tenant's sole cost and expense, all permits and approvals required under the Laws for Tenant's use of the Property; provided that Landlord shall be solely responsible for legal compliance of and maintaining all permits and approvals for, the Building itself as opposed to Tenant's particular use thereof.

**4.2 Tenant's Hiring Contingency.** If, at any time during the period from July 1, 2007 to June 30, 2012, despite its good faith efforts to do so, Tenant is unable procure and maintain the employment of an average of at least 250 people as call center operators, not including management and support staff people, meeting the qualifications and standards as set forth in EXHIBIT "E" attached hereto and made a part hereof and otherwise acceptable to Tenant, ("**Hiring Contingency**"), during any consecutive ninety (90) day period after the Commencement Date ("**Hiring Date**"), then Tenant shall give Landlord notice to Landlord that the Hiring Contingency has not been satisfied by the Hiring Date and Landlord have an additional 90 day period to assist Tenant in satisfying the Hiring Contingency. If after the aforesaid additional ninety (90) day period, Tenant is still unable to meet the Hiring Contingency then Tenant may elect to terminate this Lease by delivering written notice together with evidence of such failure to meet the Hiring Contingency to Landlord. With respect to this Hiring Contingency, Tenant agrees that it must make commercially reasonable recruiting efforts in the greater Yuma County, Arizona area, and must offer to its employees hours, wages, and benefits comparable to Tenant's other call center in Johnson City, Tennessee or other call centers located in Yuma County, Arizona which do outsource third party basic customer service projects paid on an hourly basis, excluding technical services or support, but in no event less than (i) \$8.00 per hour, and (ii) thirty (30) hours per week.

#### **4.3 Acceptance of Premises.**

**4.3.1** Landlord hereby represents and warrants to Tenant as follows:

**4.3.1.1** The Building systems, including, but not limited to the HVAC system have necessary capacity and sufficient quantities for the comfortable use and occupancy of the Premises, including any expansion facilities as set forth in Section 17, for occupancy of up to 800 people along with computer equipment and telephone equipment necessary for Tenant's intended use of the Premises.

**4.3.1.2** The Building is equipped with sufficient lavatories for the use by Tenant's employees, invitees and visitors with an estimated occupancy of up to 800 people.

**4.3.1.3** There are no notices of violation from any Governing Authority regarding the Property or Building and Tenant's intended use of the Premises, Building and Property is permitted by all ordinances and regulations of any Governing Authority having jurisdiction over the Premises, Building and Property. If required, the Building and Property are compliant with all provisions of the Americans with Disabilities Act.

**4.3.1.4** The Building structures are in good repair and are structurally sound for Tenant's intended use of the Premises.

4.3.1.5 The Building and Property have sufficient parking spaces available either on or adjacent to the Property for Tenant's employees, invitees and visitors.

**4.4 Indemnification.** Except for the Claims waived by Landlord in Section 10.3.2, Tenant releases and will, to the fullest extent allowable under the Laws, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all Claims arising from (a) any use of the Premises or Property by Tenant that violates the terms of this Lease; (b) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (c) any act, omission, negligence or misconduct of Tenant, (d) any accident, injury, occurrence or damage in or to the Premises, and (e) if caused in whole or in part by Tenant, any accident, injury, occurrence or damage in, about or to the Property.

## **ARTICLE 5 HAZARDOUS MATERIALS**

**5.1 Compliance with Hazardous Materials Laws.** Tenant will not cause any Hazardous Materials to be brought upon, or used on the Property in a manner or for any purpose that violates any Hazardous Materials Laws. Tenant, at its sole cost and expense, will comply with all Hazardous Materials Laws related to Tenant's use of the Property (excluding any pre-existing conditions). On or before the expiration or earlier termination of this Lease, Tenant will completely remove from the Property, in compliance with all Hazardous Materials Laws and at Tenant's sole cost and expense, all Hazardous Materials Tenant caused to be deposited in, on, under or about the Property. Tenant will comply with and is solely responsible for all reporting and warning obligations required under Hazardous Materials Laws arising from Tenant's use or occupancy of the Premises or Property.

**5.2 Notice of Actions.** Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant or the Property that result from Tenant's use of the Property, promptly after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (b) any Claims made or threatened relating to any Hazardous Material; and (c) any reports, records, letters of inquiry and responses, manifests or other documents made by any person, including Tenant, to or from any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Property, without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Property.

### **5.3 Hazardous Materials Indemnification.**

**5.3.1** Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, about or from the Property (including water tables and atmosphere), but only to the extent caused by Tenant's use or occupancy of the Premises or Property. Tenant's obligations under this Section include, (a) reasonable costs of any required or necessary repair, compliance, investigations, clean-up, monitoring, response, detoxification or decontamination of the Property; (b) the costs of implementing any closure, remediation or other required action in connection therewith; (c) the value of any loss of use and any diminution in value of the Property and adjacent and nearby properties, including groundwater; and (d) consultants' fees, experts' fees and response costs. The obligations of Tenant under this Article survive the expiration or earlier termination of this Lease.

**5.3.2** Landlord releases and will indemnify, protect, defend (with counsel reasonably acceptable to Tenant) and hold harmless the Tenant from and against any and all Claims whatsoever

arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, about or from the Property (including water tables and atmosphere), prior to the Commencement Date or brought onto the Property after the Commencement Date other than by Tenant. Landlord's obligations under this Section include, (a) reasonable costs of any required or necessary repair, compliance, investigations, clean-up, monitoring, response, detoxification or decontamination of the Property; (b) the costs of implementing any closure, remediation or other required action in connection therewith; (c) consultants' fees, experts' fees and response costs. The obligations of Landlord under this Article survive the expiration or earlier termination of this Lease.

## **ARTICLE 6 SERVICES AND UTILITIES**

**6.1 Landlord's Obligations.** Landlord will provide the following services, systems and facilities for the Building ("**Building Services**"), subject to and in conformity with the standards set forth in **EXHIBIT "F"** hereto (the "**Building Standards**"):

**6.1.1 Electrical Energy.** Landlord will provide electrical energy to the Premises for lighting and for operating office machines for a call center and general office use which shall be separately metered for Tenant's use and any such charges shall be paid directly by the Tenant to the providing utility. The electrical energy supplied will be sufficient for Tenant to operate personal computers and other equipment of similar low electrical consumption, but will not be sufficient for lighting in excess of 3.5 watts per square foot installed or for electrical convenience outlets in excess of 4.0 watts per square foot installed.

**6.1.2 Heating, Ventilation and Air Conditioning.** Landlord will provide heating, ventilation and air conditioning to the Premises.

**6.1.3 Water.** Landlord will provide hot and cold water from standard building outlets for lavatory, restroom and drinking purposes.

**6.1.4 Computers.** Landlord shall provide 280 computers for Tenant's exclusive use during the Term of this Lease, as described in **EXHIBIT "G"** hereto.

**6.1.5** Landlord will keep the exterior of the Property in good order and condition and neat in appearance.

**6.1.6** Landlord will keep the sidewalks, corridors, stairways and all other means of ingress and egress for the Premises clean, in good repair and safe condition.

### **6.2 Parking.**

**6.2.1** Landlord shall at all times provide and maintain, at no expense to Tenant and Tenant shall have the continuing right during the term of this Lease to utilize, in common with other tenants within the Building, at least one parking space per Tenant employee working in the Premises, not to exceed eight hundred (800) employees, in the existing parking lot adjacent to the Building or, for up to one hundred (100) parking spaces, within seven hundred fifty (750) feet of the Building (collectively, the "Parking Lot"), including one hundred (100) reserved spaces for Tenant employees and ten (10) reserved visitor spaces for Tenant invitees for temporary visits, both located adjacent to the Building entrance. Tenant's reserved and visitor parking spaces shall be marked "Reserved for Advanced Call" and "Advanced Call Visitor Parking", respectively, in white paint on either the curbside or within the space itself.

**6.2.2** Landlord agrees that during the term of this Lease it shall not reduce the number of unreserved parking spaces within the Parking Lot available solely to tenants of the Building to fewer than existing number of spaces.

**6.2.3** To ensure adequate parking for Tenant and its employees and invitees, Landlord shall, during the term of this Lease (i) not reserve or commit any parking spaces in the Parking Lot, for any other tenant in the Building; and (ii) to use its reasonable efforts to prevent any person(s), not an employee or customer of the Tenant or other tenant in the Building working in the Building, to park in the Parking Lot.

**6.2.4** Landlord shall maintain the Parking Lot in good condition and repair.

**6.3 Tenant's Obligations.** Tenant is solely responsible for paying directly to the applicable service or utility companies, all charges owed for any electric services supplied to the Premises which is separately metered for the Premises pursuant to Section 6.1.1 above.

## **ARTICLE 7 MAINTENANCE AND REPAIR**

**7.1 Landlord's Obligations.** Landlord will keep and maintain the following portions of the Building in good, clean, and fully operative condition and repair, reasonable wear and tear excepted: (a) the walls and roof of the Building; (b) structural integrity of the footings, foundation, slabs, floors, columns, exterior walls, roof and other structural elements of the Building; (c) exterior doors, windows and plate glass of the Building; (d) building standard electrical, lighting, mechanical, plumbing, heating and air conditioning systems, facilities, fixtures and components and generators serving the Premises and the Building (specifically excluding any Supplemental Equipment); and (e) demising walls installed by Landlord inside the Building. Landlord's repair and maintenance obligations under this Section are subject to the provisions of Article 11 and Article 12 of this Lease regarding any Casualty or Taking.

### **7.2 Tenant's Obligations.**

**7.2.1 Maintenance of Premises.** Except for Landlord's obligations described in Sections 7.1 and 11.1, Landlord is not required to make any repairs or Alterations, in, about or to the Premises or the Property. Subject to compliance by Landlord with its obligations, Tenant, at Tenant's sole cost and expense, will keep and maintain the Premises in good, clean, sanitary, and neat condition and repair, reasonable wear and tear excepted, which obligations of Tenant will include, without limitation, the maintenance, repair and replacement of all: (a) interior walls, moldings, partitions and ceilings; (b) carpeting; (c) non-structural interior components; (d) interior windows, plate glass and doors; (e) kitchen or break-room fixtures, appliances and equipment; (f) replacement of light bulbs, tubes, ballasts and starters; and (g) Tenant's Personal Property. Tenant will also (x) repair or replace of any waste or excessive or unreasonable wear and tear to the Premises or Property caused or permitted by Tenant, and (y) provide routine maintenance of any back-up generators, with any repair or replacement still the obligation of the Landlord. Any repairs or replacements performed by Tenant pursuant to this Section must be at least equal in quality and workmanship to the original work and be in accordance with all Laws. Tenant's repair and maintenance obligations under this Section are subject to the provisions of Article 11 and Article 12 of this Lease regarding any Casualty or Taking.

**7.2.2 Notice to Landlord.** If Tenant believes any maintenance or repair Landlord is obligated under Section 7.1 to perform is needed at the Property, Tenant will promptly provide written notice to Landlord specifying in detail the nature and extent of any condition requiring maintenance or repair. Except in the case of emergency as to which no notice is needed, Landlord will not be deemed to have failed to perform its obligations under Section 7.1 with respect to any maintenance or repair unless Tenant has provided such written notice and Landlord has had a commercially reasonable time not to exceed 30 days within which to respond to such notice and effect the needed maintenance or repair; provided that Landlord shall have up to ninety (90) days to effect any required structural repair if it uses its reasonable commercial efforts to undertake as soon as possible. If Landlord fails to respond within such

30 day period or ninety (90) day period, as applicable, Tenant may, but shall not be obligated to, perform such maintenance or repair and may offset Basic Rent payments for the actual costs incurred by Tenant in performance of such maintenance and repair.

**7.3 Supplemental Equipment.** Any Supplemental Equipment will be maintained, repaired and replaced as needed by Tenant at Tenant's sole cost and expense. Landlord has no liability for the operation, repair, maintenance or replacement of any such Supplemental Equipment or for any other systems, fixtures or equipment placed within the Premises by Tenant that are not a part of the Building's standard equipment and systems.

## **ARTICLE 8 ALTERATIONS**

**8.1 Consent Required for Alterations.** Except the Base Building Improvements and any repairs and maintenance obligations of Landlord under this Lease, Landlord is under no obligation to make any alterations, decorations, additions, improvements, demolitions or other changes (collectively, "**Alterations**") in or to the Premises. Except the Tenant Improvements as set forth in Section 17, Tenant shall not make or permit anyone to make any Alterations in or to the Premises (a) costing more than \$50,000, (b) when the total cost of the proposed Alteration with all other Alterations in the same calendar year will equal or exceed \$200,000, or (c) that will materially and adversely affect the use or value of the Premises, without the prior written consent of Landlord, which consent (except the case of an Alteration falling under item (c) above) shall not be unreasonably withheld, conditioned or delayed. All Alterations in or to the Premises shall be made in a good, workmanlike and first-class manner, and in accordance with all applicable Laws (with Tenant to obtain and maintain all permits and approvals required under all applicable Laws) and such other reasonable terms and conditions as Landlord may impose. For any work exceeding \$25,000 in cost, all contractors and subcontractors must maintain insurance meeting the requirements imposed on Tenant under Article 10 of this Lease, and submit to Landlord all certificates of insurance and other documentation required under Article 10 of this Lease and comply with the other requirements therein (including without limitation waiver of subrogation rights), except to the extent Landlord may waive in writing any such requirement, throughout the period of their work on or about the Premises. If Landlord gives its consent to the making of any Alteration, such consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises to any liens that may be filed in connection therewith.

**8.2 Removal of Alterations.** Except as otherwise expressly provided pursuant to Section 8.1 above, if any Alterations are made without the prior written consent of Landlord, Landlord shall have the right, in addition to all other remedies, at Tenant's expense, to remove and correct such Alterations and restore the Premises to its condition immediately prior thereto, or to require Tenant to do the same. All Alterations to the Premises during the Term of this Lease shall be the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Term of this Lease; provided, however, that Tenant shall remove all unauthorized Alterations and other items in the Premises that Landlord designates in writing for removal, and repair any damage caused by such removal. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to claim, during the Term of this Lease, all federal and state income tax benefits associated with Alterations to the Premises performed at Tenant's sole cost and expense during the Term of this Lease, if and to the extent permitted under applicable Laws; provided, however, that in no event shall Landlord have any liability to Tenant whatsoever in connection with any inability by Tenant to obtain any such benefits.

**8.3 Liens.** Tenant will keep the Property free from any mechanics', materialmens', designers' or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Immediately after completing the Alterations, Tenant will furnish Landlord with contractor affidavits and full and final lien waivers covering all labor and materials expended and used in connection with the Alterations. If any liens are filed against the Property and Tenant, within 60 days after such filing, does not release the same of record or provide Landlord with a bond or other security satisfactory to Landlord protecting Landlord and the Property

against such liens, Landlord may, without waiving its rights and remedies based upon such breach by Tenant and without releasing Tenant from any obligation under this Lease, cause such liens to be released by any means Landlord deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as Additional Rent, for all amounts Landlord pays (including, without limitation, reasonable attorneys' fees and costs).

**8.4 Indemnification.** To the fullest extent allowable under the Laws, Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against any Claims in any manner relating to or arising out of any Alterations or any other work performed, materials furnished or obligations incurred by Tenant or any person or entity claiming by, through or under Tenant except to the extent caused by any Landlord Parties willful misconduct and gross negligence.

## **ARTICLE 9 RIGHTS RESERVED BY LANDLORD**

**9.1 Landlord's Entry.** Landlord and its authorized representatives may during business hours and upon reasonable notice, but in no event less than 24 hours prior telephonic notice, to Tenant enter the Premises to: (a) , subject to Tenant's reasonable security policies, inspect the Premises; (b) , subject to Tenant's reasonable security policies, show the Premises to prospective purchasers, mortgagees and, within the last 12 months of the Term, tenants; (c) post notices of non-responsibility or other protective notices available under the Laws; or (d) exercise and perform Landlord's rights and obligations under this Lease, provided Landlord shall use commercially reasonable efforts to not unreasonably interfere with Tenant's use of the Premises provided that Landlord uses its best efforts to minimize any interference with Tenant's operations. Landlord may, subject to Tenant's reasonable security policies, in the event of any emergency enter the Premises without notice to Tenant. Landlord's entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises. Tenant will also permit Landlord to erect, install, use, maintain, replace and repair pipes, cables, conduits, plumbing and vents, and telephone, electric and other wires or other items, in, to and through the Premises in locations which shall not unreasonably interfere with Tenant's use of the Property if Landlord determines that such activities are necessary or appropriate for properly operating and maintaining the Building.

**9.2 Right to Cure.** If Tenant fails to perform any of Tenant's obligations under this Lease Landlord may, but is not obligated to, perform any such obligation on Tenant's part, after 30 days prior written notice and opportunity to cure to Tenant, without waiving any rights based upon such failure and without releasing Tenant from any obligations hereunder. Tenant must pay to or reimburse Landlord for, as Additional Rent, all expenditures reasonably made and obligations reasonably incurred by Landlord pursuant to this Section, without regard to the application of any Expense Stop.

## **ARTICLE 10 INSURANCE**

**10.1 Tenant's Insurance.** Tenant will at all times during the Term (and during any earlier entry into the Premises), at Tenant's sole cost and expense, maintain the insurance this Section 10.1 requires.

**10.1.1 Liability Insurance.** Tenant will maintain commercial general liability insurance providing coverage at least as broad as a current ISO form on an "occurrence" basis, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate (which may include umbrella coverages). Tenant's liability insurance will (a) name the Landlord and Property Manager as additional insureds with respect to all matters arising out of the occupancy or use of the Premises or Property by Tenant; (b) be primary to any other insurance maintained by the Landlord or Property Manager; and (c)

be placed and maintained with companies rated at least "A/VII" by A.M. Best Insurance Service; and (e) shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the Tenant, Landlord, or the Trustee without first giving written notice thereof to the Tenant, Landlord, and the Trustee at least 15 days in advance of such cancellation or modification;. Such insurance may have a reasonable deductible but may not include self-insured retention in excess of \$25,000. If Tenant's liability insurance is provided under a blanket policy, the above coverage limits must be made specifically applicable to the Premises on a "per location" basis. Tenant will deliver an ACCORD Form 27 (or equivalent) certificate or other evidence of insurance satisfactory to Landlord (i) prior to any use or occupancy of the Premises by Tenant, (ii) not later than 30 days prior to the expiration of any current policy or certificate, and (iii) at such other times as Landlord may reasonably request.

**10.1.2 Property Insurance.** Tenant is not required by this Lease to maintain property or business interruption insurance. Accordingly, Tenant's Personal Property is located at the Property at Tenant's sole risk, and Landlord is not liable for any damage to or loss or destruction of such property (except as provided in the last sentence of Section 10.3.1). Tenant is solely responsible for providing such insurance as Tenant may desire to protect Tenant and Tenant's Personal Property against any Casualty or other event or occurrence in the Premises or at the Property including, without limitation, any interruption of Tenant's business or loss of revenues or profits arising therefrom.

**10.2 Landlord's Insurance.** Landlord will at all times during the Term maintain the insurance this Section 10.2 requires.

**10.2.1 Property Insurance.** Landlord will maintain insurance on the Property providing coverage comparable to that provided by a standard ISO special causes of loss form property insurance policy in an amount not less than the full replacement cost of the Building (less foundation, grading and excavation costs). Landlord may, at its option, obtain such additional coverages or endorsements as Landlord deems appropriate or necessary, including, without limitation, insurance covering foundation, grading, excavation and debris removal costs; business income and rent loss insurance; boiler and machinery insurance; ordinance or laws coverage; earthquake insurance; flood insurance; and other coverages. Landlord may maintain such insurance in whole or in part under blanket policies. Such insurance will cover the Base Building Improvements after they have been installed in the Building but will not cover or be applicable to any of Tenant's Personal Property.

**10.2.2 Liability Insurance.** Landlord will maintain commercial general liability insurance for bodily injury, personal injury, and property damage occurring at the Property in such amounts as Landlord deems necessary or appropriate. Such liability insurance will protect only Landlord and, at Landlord's option, Landlord's lender and some or all of the Landlord Parties, and does not protect Tenant or replace or supplement the liability insurance this Lease obligates Tenant to carry.

**10.2.3 Equipment Insurance.** Landlord will maintain insurance on the Landlord supplied computer systems and server switches to be leased by Landlord and provided for Tenant's use pursuant to this Lease.

**10.2.4 Other Insurance.** If insurance coverages generally maintained by landlords of similar space in similar buildings in the area in which the Property is located increase or otherwise change, Landlord may similarly change the insurance coverages Landlord maintains under this Lease.

### **10.3 Waivers and Releases of Claims and Subrogation.**

**10.3.1 Tenant's Waiver and Release.** To the fullest extent allowable under the Laws, Tenant, on behalf of Tenant and its insurers, waives, releases and discharges the Landlord Parties from all Claims for any Casualty to the Premises, Property or Tenant's Personal Property, and any resulting loss of use or business interruption, regardless of the cause even if (subject to the last sentence of this Section 10.3.1) such Casualty is caused by the negligent or intentional acts, omissions, or misconduct of any Landlord Party. Tenant will look only to any insurance coverage Tenant may elect to maintain

(regardless whether Tenant actually obtains any such coverage or whether such coverage is sufficient) with respect to the Claims Tenant is waiving, releasing and discharging under this Section 10.3.1. Any property insurance Tenant maintains must permit or include a waiver of subrogation in favor of the Landlord Parties consistent with the provisions of this Section 10.3.1. Notwithstanding the foregoing, Tenant may claim against Landlord for any Casualty to Tenant's Personal Property which is caused by the active negligence or willful misconduct of any Landlord Party, but (a) only to the extent of property damage which is not covered by insurance (or is not fully reimbursed because of an applicable policy deductible or self-insured retention amount), and (b) only up to a maximum of \$25,000 for any single occurrence.

**10.3.2 Landlord's Waiver and Release.** To the fullest extent allowable under the Laws, Landlord, on behalf of Landlord and its insurers, waives, releases and discharges the Tenant Parties from all Claims for any Casualty to the Premises, Property or Landlord's Personal Property, and any resulting loss of use or business interruption, regardless of the cause even if (subject to the last sentence of this Section 10.3.2) such Casualty is caused by the negligent or intentional acts, omissions, or misconduct of Tenant. Landlord will look only to any insurance coverage Landlord may elect to maintain (regardless whether Landlord actually obtains any such coverage or whether such coverage is sufficient) with respect to the Claims Landlord is waiving, releasing and discharging under this Section 10.3.2. Any property insurance Landlord maintains must permit or include a waiver of subrogation in favor of the Tenant Parties consistent with the provisions of this Section 10.3.2. Notwithstanding the foregoing, Landlord may claim against Tenant for any Casualty to the Premises, Property or Landlord's Personal Property which is caused by the active negligence or willful misconduct of Tenant, but (a) only to the extent of property damage which is not covered by insurance (or is not fully reimbursed because of an applicable policy deductible or self-insured retention amount), and (b) only up to a maximum of \$25,000 for any single occurrence.

**10.3.3 Limitation on Waivers of Claims.** The provisions of Sections 10.3.1 and 10.3.2 apply only with respect to the Landlord Parties and the Tenant Parties and do not limit or waive, release or discharge any Claims that either Landlord or Tenant may have against any "third-party" person or entity (including without limitation any contractor, service provider, agent, licensee, or invitee which is not a Landlord Party or a Tenant Party) arising from any Casualty to the Premises, Property, Tenant's Personal Property or Landlord's Personal Property caused by any such third party.

**10.4 Tenant's Failure to Insure.** If Tenant fails to provide Landlord with evidence of insurance as required under Section 10.1, and if such failure is not cured by Tenant within ten days of Landlord's request therefor, Landlord may, but is not obligated to, obtain such insurance for Landlord's benefit without waiving or releasing Tenant from any obligation contained in or default under this Lease. Tenant will pay to Landlord, as Additional Rent, all costs and expenses Landlord reasonably incurs in obtaining such insurance.

**10.5 No Limitation.** Landlord's establishment of minimum liability insurance requirements for Tenant in this Lease is not a representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Lease in any manner.

## **ARTICLE 11 DAMAGE OR DESTRUCTION**

**11.1 Tenantable Within 120 Days.** If any Casualty renders the whole or any material part of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that Landlord can make the whole Premises tenantable within 120 days after the date of the Casualty, then Landlord will notify Tenant of such determination within 30 days after the date of the Casualty. Landlord's notice will specify the anticipated date the Premises could be made tenantable. If either (a) such anticipated completion date is more than 120 days after the date of the Casualty, (b) less than 12 months will remain in the Term upon such completion date or (c) more than 20% of the Premises is destroyed or the remaining portions of the Premises cannot be efficiently used for Tenant's intended use, then Tenant may

elect to terminate this Lease by notifying the other within 30 days after Tenant's receipt of Landlord's notice, which termination will be effective 30 days after the date of such notice of termination.

**11.2 Landlord's Repair; Rent Abatement.** If this Lease is not terminated under any of Sections 11.1 following a Casualty, then this Lease will remain in full force and effect and Landlord will repair and restore the Premises and the Property to as near their condition prior to the Casualty as is reasonably possible with all commercially reasonable diligence and speed but within the time periods set forth in Section 11.1 above. Basic Rent and Tenant's Share of Excess Property Expenses for any period during which the Premises are untenable as a result of the Casualty will be abated on a per diem basis; provided that if only a portion of the Premises is untenable, then any such abatement will be pro rata (based upon the rentable area of the untenable portion of the Premises from time to time as compared with the rentable area of the entire Premises) and Tenant will continue to pay Rent for any portion of the Premises which is tenable. In no event is Landlord obligated to repair or restore any Alterations that have not been previously disclosed to and approved by Landlord, any Supplemental Equipment, or any of Tenant's Personal Property. Landlord will, if necessary, equitably adjust Tenant's Percentage of Excess Property Expenses to account for any reduction in the rentable area of the Premises or Building resulting from a Casualty.

**11.3 Rent Abatement if Lease Terminates.** If this Lease is terminated under any of Sections 11.1 following any Casualty, then Basic Rent and Tenant's Share of Excess Property Expenses for any period during which the Premises are untenable as a result of the Casualty will be abated on a per diem basis; provided that if only a portion of the Premises is untenable, then any such abatement will be pro rata (based upon the rentable area of the untenable portion of the Premises from time to time as compared with the rentable area of the entire Premises) and Tenant will continue to pay Rent for any portion of the Premises which is tenable until this Lease terminates.

**11.4 Exclusive Casualty Remedy.** The provisions of this Article 11 are Tenant's sole and exclusive rights and remedies in the event of a Casualty. To the fullest extent permitted by the Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights (by virtue of a Casualty) not specifically described in this Article 11.

**11.5 Notice to Landlord.** If any Casualty to any portion of the Premises or Property occurs, Tenant will immediately provide written notice of such Casualty to Landlord. None of the obligations of Landlord under this Article 11 will be deemed to have arisen unless and until Landlord has received actual notice that the Casualty has occurred and has had a commercially reasonable time within which to respond to such notice.

## **ARTICLE 12 EMINENT DOMAIN**

**12.1 Termination of Lease.** If a Condemning Authority desires to effect a Taking of all or any material part of the Property or Premises, Landlord will notify Tenant of such Taking. If the Taking will render the Premises unsuitable for Tenant's intended purposes, this Lease will terminate as of the date the Condemning Authority takes possession of the portion of the Property taken. Tenant will pay Rent to the date of termination.

**12.2 Landlord's Repair Obligations.** If this Lease does not terminate with respect to the entire Premises under Section 12.1 and the Taking includes only a portion of the Premises, this Lease automatically terminates as to the portion of the Premises taken as of the date the Condemning Authority takes possession of the portion taken and Landlord will, at its sole cost and expense, restore the remaining portion of the Premises to a complete architectural unit with all commercially reasonable diligence and speed and will reduce the Basic Rent for the period after the date the Condemning Authority takes possession of the portion of the Premises taken to a sum equal to the product of the Basic Rent provided for in this Lease multiplied by a fraction, the numerator of which is the rentable area of the Premises after the Taking and after Landlord restores the Premises to a complete architectural unit, and the denominator of which is the rentable area of the Premises prior to the Taking. Landlord will also

equitably adjust Tenant's Percentage of Excess Property Expenses for the same period to account for the reduction in the rentable area of the Premises or the Building resulting from the Taking. Tenant's obligation to pay Basic Rent and Tenant's Share of Excess Property Expenses will abate on a proportionate basis with respect to that portion of the Premises remaining after the Taking that Tenant is unable to use during Landlord's restoration for the period of time that Tenant is unable to use such portion of the Premises.

**12.3 Damages.** Landlord and Tenant are each entitled make claims for damages, awards or payments resulting from or paid on account of a Taking.

### **ARTICLE 13 TRANSFERS**

**13.1 Restriction on Transfers.** Except as provided in Section 13.4, Tenant will not cause or allow a Transfer without obtaining Landlord's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Tenant's request for consent to a Transfer must describe in detail the parties, terms, portion of the Premises, and other circumstances involved in the proposed Transfer. Tenant must also provide to Landlord financial information concerning the transferee sufficient to allow Landlord to evaluate the financial condition of Tenant, the financial condition of the proposed transferee, as well as the proposed use of the Premises by the proposed transferee, as part of Tenant's request for consent. Landlord will notify Tenant of Landlord's election to consent, withhold consent within 45 days of Landlord's receipt of such a written request for consent to the Transfer from Tenant. If Landlord fails to accept or reject the Transfer within the 45 day time period, Landlord shall be deemed to have approved the Transfer. Tenant will provide Landlord with any additional information Landlord reasonably requests regarding the proposed Transfer or the proposed transferee. No Transfer releases Tenant from any liability or obligation under this Lease and Tenant remains liable to Landlord after such a Transfer as a principal and not as a surety. Any attempted Transfer in violation of this Lease is null and void and constitutes an Event of Default under this Lease.

**13.2 Costs.** Tenant will pay to Landlord, as Additional Rent, all reasonable costs and expenses not to exceed \$1,000 in the aggregate Landlord incurs in connection with any Transfer, including, without limitation, reasonable attorneys' fees and costs, regardless whether Landlord consents to the Transfer.

**13.3 Landlord's Consent Standards.** For purposes of Section 13.1 and in addition to any other reasonable grounds for denial, Landlord's consent to a Transfer will be deemed reasonably withheld if, in Landlord's good faith judgment, any one or more of the following apply: (a) the proposed transferee is not a creditworthy entity following the Transfer reasonably expected to be capable of performing the Tenant's obligations under this Lease; (b) the financial condition of the proposed transferee is not at least as good as that of the Tenant, taken as a whole, with a reasonable adjustment to the requisite financial resources of the proposed Transferee based upon the amount of space proposed to be occupied by the transferee and the rent to be paid by the; or (c) the use of the Premises by the transferee is not in compliance with the uses permitted under this Lease.

**13.4 Permitted Transfers.** Notwithstanding Section 13.1 above, Tenant may, without Landlord's consent, assign or sublet all or a portion of this Lease or the Premises (i) to an Affiliate of Tenant or any successor by merger or acquisition or (ii) if the Transfer would not result in more than a total of seventy five percent (75%) of the Premises being occupied at any time other than by Tenant or its Affiliates, provided that (a) Tenant notifies Landlord prior to such Transfer; and (c) the transferee assumes and agrees in a writing reasonably acceptable to Landlord to perform Tenant's obligations under this Lease and to observe all terms and conditions of this Lease. A Transfer to an Affiliate does not release Tenant from any liability or obligation under this Lease.

### **ARTICLE 14 DEFAULTS; REMEDIES**

**14.1 Events of Default.** The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Lease. Landlord and Tenant agree that the notices required by this Section 14.1 are intended to satisfy any and all notice requirements imposed by the Laws and are not in addition to any such requirements.

**14.1.1 Failure to Pay Rent.** Tenant fails to pay Basic Rent, any monthly installment of Tenant's Share of Excess Property Expenses or any other Additional Rent amount as and when due and such failure is not cured within five days after Landlord notifies Tenant of Tenant's failure to pay Rent when due.

**14.1.2 Failure to Perform.** Tenant breaches or fails to perform any of Tenant's nonmonetary obligations under this Lease and such breach or failure is not cured within 30 days after Landlord notifies Tenant of Tenant's breach or failure; provided that if Tenant is not able through the use of commercially reasonable efforts to cure such breach or failure within a 30 day period, Tenant's breach or failure is not an Event of Default if Tenant commences to cure such breach or failure within the 30 day period and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed an additional 60 days after the expiration of the initial 30 day period. Notwithstanding the foregoing.

**14.1.3 Insolvency.** The occurrence of any one or more of the following: (a) Tenant's filing of a petition under any chapter of the Bankruptcy Code, or under any federal, state or foreign bankruptcy or insolvency statute now existing or hereafter enacted, or Tenant's making a general assignment or general arrangement for the benefit of creditors; (b) the filing of an involuntary petition under any chapter of the Bankruptcy Code, or under any federal, state or foreign bankruptcy or insolvency statute now existing or hereafter enacted, or the filing of a petition for adjudication of bankruptcy or for reorganization or rearrangement, by or against Tenant and such filing not being dismissed within 60 days; (c) the entry of an order for relief under any chapter of the Bankruptcy Code, or under any federal, state or foreign bankruptcy or insolvency statute now existing or hereafter enacted; (d) the appointment of a "custodian," as such term is defined in the Bankruptcy Code (or of an equivalent thereto under any federal, state or foreign bankruptcy or insolvency statute now existing or hereafter enacted), for Tenant, or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets (or Tenant's assets located at the Premises) or of Tenant's interest in this Lease; or (e) the subjection of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease to attachment, execution or other judicial seizure. If a court of competent jurisdiction determines that any act described in this Section 14.1.3 does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Tenant remains a debtor in possession of the Premises) and such trustee or Tenant Transfers Tenant's interest hereunder, then Landlord is entitled to receive the same amount of Additional Rent as Landlord would be entitled to receive if such a Transfer had occurred pursuant to Section 13.1.

## **14.2 Landlord's Remedies.**

**14.2.1 Termination.** Following an Event of Default, the provisions of this Section 14.2 shall apply. Landlord shall have the right, at its sole option, without limiting its other remedies under this Lease, at law or in equity, to terminate this Lease, or, with or without terminating this Lease, Landlord may re-enter, terminate Tenant's right of possession and take possession of the Premises. The provisions of this Section shall operate as a notice to quit, and Tenant hereby waives any other notice to quit or notice of Landlord's intention to re-enter the Premises or terminate this Lease. If necessary, Landlord may proceed to recover possession of the Premises under applicable Laws, or by such other proceedings, including re-entry and possession, as may be applicable.

**14.2.2 Landlord Rights.** If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, however, to Tenant's liability for all Basic Rent, Additional Rent and other sums specified herein to the date of such termination. Whether or not this Lease and/or Tenant's right of possession is terminated, Landlord shall have the right, at its sole option, if

an Event of Default occurs, to terminate any right of renewal, extension, expansion, first offer or refusal and any right or option to purchase the Premises contained in this Lease and to grant or withhold any consent or approval pursuant to this Lease in its sole and absolute discretion.

**14.2.3 Damages.** Whether or not this Lease and/or Tenant's right of possession is terminated or any suit is instituted, Tenant shall be liable for any Base Rent, Additional Rent, damages or other sum which may be due or sustained prior to such default, and for all costs, fees and expenses (including, but not limited to, attorneys' fees and costs, brokerage fees, expenses incurred in enforcing any of Tenant's obligations under the Lease or in placing the Premises in rentable condition, advertising expenses, and any concessions or allowances granted by Landlord to Tenant) incurred by Landlord in pursuit of its remedies hereunder and/or in recovering possession of the Premises and renting the Premises to others from time to time plus other damages suffered or incurred by Landlord on account of Tenant's default (including, but not limited to, late fees or other charges incurred by Landlord under any Mortgage).

**14.2.4 Future Rent.** Tenant also shall be liable for additional damages which, at Landlord's election, shall be either one or a combination of the following: (a) an amount equal to the Base Rent and Additional Rent due or which would have become due from the date of Tenant's default through the remainder of the Lease Term, less the amount of rental, if any, which Landlord receives during such period from others to whom the Premises may be rented (other than any Additional Rent received by Landlord as a result of any failure of such other person to perform any of its obligations to Landlord), which amount shall be computed and payable in monthly installments, in advance, on the first day of each calendar month following Tenant's default and continuing until the date on which the Lease Term would have expired but for Tenant's default, it being understood that separate suits may be brought from time to time to collect any such damages for any month(s) (and any such separate suit shall not in any manner prejudice the right of Landlord to collect any damages for any subsequent month(s)), or Landlord may defer initiating any such suit until after the expiration of the Lease Term (in which event such deferral shall not be construed as a waiver of Landlord's rights as set forth herein and Landlord's cause of action shall be deemed not to have accrued until the expiration of the Lease Term), and it being further understood that if Landlord elects to bring suits from time to time prior to reletting the Premises, Landlord shall be entitled to its full damages through the date of the award of damages without regard to any Base Rent, Additional Rent or other sums that are or may be projected to be received by Landlord upon reletting of the Premises; or (b) an amount equal to the present value of the sum of (i) the amount by which (A) all Base Rent, Additional Rent and other sums due or which would be due and payable under this Lease as of the date of Tenant's default through the end of the scheduled Lease Term exceeds (B) the fair market rental value of the Premises over the same period, plus (ii) all actual out-of-pocket expenses (including broker and attorneys' fees) reasonably incurred in connection with the period of time that the Premises shall remain vacant and the reletting of the Premises. The present value shall be calculated using a discount factor equal to the yield of the United States Treasury Note or Bill, as appropriate, having a maturity period approximately commensurate to the remainder of the Lease Term, and such resulting amount shall be payable to Landlord in a lump sum on demand. Landlord may bring suit to collect any such damages at any time after an Event of Default shall have occurred. In the event Landlord relets the Premises for a term extending beyond the scheduled expiration of the Lease Term, it is understood that Tenant will not be entitled to apply any base rent, additional rent or other sums generated or projected to be generated with respect to the period extending beyond the scheduled expiration of the Lease Term (collectively, the "**Extra Rent**") against Landlord's damages. Similarly in proving the amount that would be received by Landlord upon a reletting of the Premises as set forth in clause (b) above. Tenant shall not take into account the Extra Rent.

**14.2.5 Additional Rights.** Nothing herein shall be construed to affect or prejudice Landlord's right to prove, and claim in full, unpaid Basic Rent and Additional Rent accrued prior to termination of this Lease. If Landlord is entitled, or Tenant is required, pursuant to any provision hereof to take any action upon the termination of the Lease Term, then Landlord shall be entitled, and Tenant shall be required, to take such action also upon the termination of Tenant's right of possession.

**14.2.6 Other Remedies.** Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located. All rights and remedies of Landlord or Trustee, on behalf of the Landlord, under this Lease are cumulative and the exercise of any one or more remedies at any time or from time to time does not limit or preclude the further exercise by Landlord or Trustee of the same or any other rights or remedies at any time or from time to time. In order to entitle the Trustee, on behalf of the Landlord, to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required by this Article.

**14.2.7 Mitigation.** Landlord shall have an obligation to mitigate its damages upon any Event of Default, including using its reasonable commercial efforts to re-let the Premises at the then fair rental value.

**14.3 Costs.** Tenant will reimburse and compensate Landlord within ten days of demand and as Additional Rent for any actual loss Landlord incurs in connection with, resulting from or related to any Event of Default, and regardless of whether suit is commenced or judgment is entered. Such loss includes all reasonable legal fees, costs and expenses (including paralegal fees, expert fees, and other professional fees and expenses) Landlord incurs investigating, negotiating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting Landlord's interests under this Lease. In addition to the foregoing, Landlord is entitled to reimbursement of all of Landlord's third party or consultant fees, expenses and damages, including, but not limited to, reasonable attorneys' fees and paralegal and other professional fees and expenses, Landlord incurs in connection with any bankruptcy or insolvency proceeding involving Tenant including, without limitation, any proceeding under any chapter of the Bankruptcy Code; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable within ten days of demand, or, in any event, upon assumption or rejection of this Lease in bankruptcy.

**14.4 Waiver of Re-entry Claims.** Tenant waives and releases all Claims Tenant may have resulting from Landlord's re-entry and taking possession of the Premises pursuant to this Article 14 by any lawful means and removing, storing or disposing of Tenant's property as permitted under this Lease, regardless of whether this Lease is terminated and, to the fullest extent allowable under the Laws, Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against any and all Claims arising therefrom except to the extent caused by Landlord's willful misconduct or gross negligence. No such re-entry is to be considered or construed as a forcible entry by Landlord.

**14.5 Landlord's Default.** Landlord not be in default under this Lease if (i) Landlord breaches or fails to perform any of Landlord's obligations under this Lease and the breach or failure continues for a period of 30 days after Tenant notifies Landlord in writing of Landlord's breach or failure; or (ii) Landlord fails to complete the Base Building Improvements and deliver to Tenant the First Phase by April 1, 2007 or the Second Phase by June 15, 2007.

**14.6 No Waiver.**

**14.6.1** No failure by either Landlord, Trustee, or Tenant to insist upon the performance of any provision of this Lease or to exercise any right or remedy upon a breach or default hereof constitutes a waiver of any such breach or default. Any such waiver may be made only by a writing signed by the party providing the waiver. One or more waivers by a party is not to be construed as a waiver by that party of a subsequent breach or default of the same provision.

**14.6.2** Subject to the terms of the Indenture, the Trustee may waive any Event of Default under this Lease and its consequences, as the Trustee deems to be in the best interest of the Registered Owners. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**14.6.3** In view of the assignment of Landlord's rights under this Lease to the Issuer pursuant to the Loan Agreement and the Issuer's subsequent assignment to the Trustee pursuant to the Indenture, the Landlord shall have no right to waive any Event of Default hereunder without the consent of the Trustee; and the waiver of any Event of Default hereunder by the Trustee shall constitute a waiver of such Event of Default by the Landlord, without the necessity of any action of or consent by the Landlord.

## **ARTICLE 15 CREDITORS; ESTOPPEL CERTIFICATES**

**15.1 Subordination** . Landlord shall exercise its good faith efforts to obtain and furnish to Tenant, and provided Landlord does so Tenant covenants and agrees to execute and return to Landlord, a subordination, non-disturbance and attornment agreement in the form of **Exhibit "I"** hereto (an "**SNDA**") executed and acknowledged by the holder of every Mortgage now or hereafter encumbering the Premises, whereby (a) any such holder agrees to not disturb Tenant in its rights, use and possession of the Premises under this Lease or to terminate this Lease, except to the extent permitted to Landlord by the terms of this Lease, notwithstanding the foreclosure or the enforcement of the Mortgage or termination or other enforcement of an underlying lease, (b) Tenant agrees to attorn to such Lender or any purchaser of the Premises, and (c) Tenant confirms the subordination of this Lease to such Mortgage. Each such SNDA shall be in form and substance reasonably acceptable to Landlord, Tenant and the holder of the Mortgage. Notwithstanding the foregoing, (i) any Lender may elect to subordinate its Mortgage to this Lease, in which case Tenant shall also upon demand execute and deliver any instrument or agreement reasonably requested by such Lender to subordinate the lien of any Mortgage to this Lease, and (ii) Landlord shall deliver an SNDA from all existing lien holders against the Building prior to the Commencement Date.

**15.2 Attornment** . Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Premises or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise. Following such transfer, and, within fifteen (15) days of a written request of such transferee, Tenant shall attorn to such transferee and shall recognize such transferee as the landlord under this Lease. Tenant agrees that upon any such attornment, such transferee shall not be (a) bound by any payment of the Base Rent or Additional Rent more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, but only to the extent such prepayments have been delivered to such transferee, (b) bound by any amendment of this Lease made without the written consent of any Lender existing as of the date of such amendment, (c) liable for damages for any breach, act or omission of any prior landlord; or (d) subject to any offsets or defenses which Tenant might have against any prior landlord; provided, however, that after succeeding to Landlord's interest under this Lease, such transferee shall agree to perform in accordance with the terms of this Lease all obligations of Landlord arising after the date of transfer. Within fifteen (15) days of a written request of such transferee, Tenant shall execute, acknowledge and deliver any reasonable document submitted to Tenant confirming such attornment, contemporaneously with the execution and delivery by such transferee of an SNDA.

### **15.3 Estoppel Certificates.**

**15.3.1 Contents.** Each party agrees that at any time and from time to time during the Term of this Lease, it will promptly, but in no event later than fifteen (15) days after request by the other party, execute, acknowledge and deliver to the requesting party a certificate stating, to the best of its knowledge, (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and setting forth any modifications); (b) the date to which Basic Rent, Additional Rent and other sums payable hereunder have been paid; (c) whether or not there is an existing default by the requesting party with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed

hereunder existing in favor of the party executing such certificate; and (e) stating that Tenant is in possession of the Premises or setting forth the parties in possession and identifying the instruments pursuant to which they took possession. It is intended that any such statements may be relied upon, in the case of delivery by Tenant, by Landlord, any Lender, or any prospective purchaser of the Premises and, in the case of delivery by Tenant, by any assignee or sublessee.

**15.3.2 Failure to Deliver.** If Tenant does not timely deliver to Landlord the statement referenced in Section 15.3.1, Landlord and any lender, prospective lender, investor or purchaser may conclusively presume and rely that, except as otherwise represented by Landlord, (a) the terms and provisions of this Lease have not been changed; (b) this Lease has not been canceled or terminated; (c) not more than one month's Rent has been paid in advance; and (d) Landlord is not in default in the performance of any of its obligations under this Lease. In such event, Tenant is estopped from later contesting any inaccuracy in such presumptions.

## **ARTICLE 16 SURRENDER; HOLDING OVER**

**16.1 Surrender of Premises.** Tenant will, subject to Landlord's repair obligations, surrender the Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition and repair, reasonable wear and tear, Casualty and Taking excepted, and will surrender all keys to the Premises to Property Manager or to Landlord at the place then fixed for Tenant's payment of Basic Rent or as Landlord or Property Manager otherwise directs. Tenant will at such time remove all of Tenant's Personal Property from the Property and, if Landlord so requires, all specified Alterations Tenant placed on the Property. Tenant will promptly repair any damage to the Premises or the Property caused by such removal. Tenant will also inform Landlord of all combinations on locks, safes and vaults, if any, that Tenant is allowed to leave at the Property. Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any Claim resulting from Tenant's failure or delay in surrendering the Premises in accordance with this Section, including, without limitation, any Claim made by any succeeding occupant founded on such delay. All property of Tenant not removed on or before the last day of the Term is deemed abandoned. Landlord may remove all such abandoned property from the Property and cause its transportation and storage in a public warehouse or elsewhere at the cost and for the account of Tenant, and if Tenant fails to pay the storage charges therefor Landlord may cause such property to be sold or otherwise disposed of without further obligation or any accounting to Tenant. Landlord will not be liable for damage, theft, misappropriation or loss of any such property or in any other manner in respect thereto.

**16.2 Holding Over.** If Tenant remains in possession of the Premises after the Term expires or is otherwise terminated without executing a new lease but with Landlord's prior written consent, then unless provided otherwise by Landlord in such written consent (a) Tenant is deemed to be occupying the Premises as a tenant from month-to-month, subject to all provisions, conditions and obligations of this Lease applicable to a month-to-month tenancy, (b) Basic Rent during the holdover period will equal 110% of the greater of the Basic Rent payable by Tenant in the last year of the Term or Landlord's then current basic rent for the Premises according to Landlord's rental rate schedule for prospective tenants, (c) Tenant will also pay Tenant's Share of Excess Property Expenses and all other Additional Rent applicable to such holdover period as described in this Lease, and (d) either Landlord or Tenant may terminate the month-to-month tenancy at any time upon 30 days prior written notice to the other party.

## **ARTICLE 17 BASE BUILDING IMPROVEMENTS**

**17.1 Base Building Improvements.** Landlord will provide, as a part of the improvements to the Premises and at no cost to Tenant, the Base Building Improvements described on the attached **EXHIBIT "H"** on or before the Delivery Date for the applicable Phase subject to the provisions of this Article 17. Landlord shall secure and pay for the building permits and other permits and fees, licenses and inspection necessary for proper execution and completion of the Base Building Permits. Landlord shall retain, at Landlord's cost and expense, Architect for the purposes of planning, designing, and

consulting with respect to the construction of the Base Building Improvements. Landlord shall negotiate the form of the architect's agreement to be entered by and between Landlord and Architect with respect to the Base Building Improvements, which agreement shall include an acknowledgment by Architect of Tenant's status as a third party beneficiary. Pursuant to such agreement, Architect shall meet with Tenant to determine Tenant's mechanical, electrical, plumbing and other fit-out requirements. Such mechanical, electrical, plumbing and other fit-out requirements shall include a determination of Tenant's general mechanical, electrical, plumbing and other fit-out requirements and Tenant's specific functional and organizational space requirements, special lighting, electrical and security requirements, and a determination of any other specialized Tenant requirements. Architect shall promptly confirm and otherwise consult with Tenant with regard to such requirements. Landlord shall use its good faith efforts to cause Architect to complete and deliver to Landlord and Tenant by February 15, 2007 plans consistent with the Base Building Improvement requirements and shall consist of, at minimum, floor plans, reflected ceiling plans, power and telephone plans, floor loads, floor openings and all other details and schedules designating the locations and specifications of all mechanical, electrical, fire protection and plumbing equipment, all partitions, doors, lighting fixtures, electrical receptacles and switches, telephone outlets, specialty air-conditioning, as well as all other specialty systems or equipment to be installed in the Premises. All plans shall be signed by Architect and certified by Architect to be (x) in compliance with all Legal Requirements and (y) contain all information necessary to obtain the permits and licenses required to perform Base Building Improvements.

**17.2 Changes to Construction Drawings and Specifications.** Tenant will immediately notify Landlord if Tenant desires to make any changes to the Base Building Improvements after Tenant has approved the construction drawings and specifications as set forth in Section 17.1 above. If Landlord approves the revisions, Landlord will notify Tenant of the anticipated delay in completing the Base Building Improvements that would be caused by such revisions. Tenant will approve or disapprove the delay within two (2) Business Days after such notice. If Tenant approves, Landlord will prepare, and Landlord and Tenant will execute, a change order describing the revisions and the anticipated additional delay. Any delay relating to a request for revisions or a change order is a Tenant Delay.

**17.3 Tenant's Representative.** Tenant designates James Griffiths, or such other party as shall be named from time to time by a written notice from Tenant to Landlord, as the representative of Tenant having authority to request or approve any change order, give and receive all notices, consents, approvals and directions regarding the Base Building Improvements, and to otherwise act for and bind Tenant in all matters relating to the Base Building Improvements.

**17.4 Substantial Completion.** Landlord will use commercially reasonable efforts to achieve Substantial Completion of the Base Building Improvements on or before the Delivery Date for the applicable Phase. If Landlord fails to achieve Substantial Completion on or before the Delivery Date, (i) Tenant may, at Tenant's option, terminate this Lease, or (ii) Landlord shall pay to Tenant an amount equal to \$1,000 per day as delay damages until Substantial Completion is achieved.

**17.5 Punch List.** Not later than Substantial Completion, Landlord and Tenant will inspect the applicable Phase and develop a "punch list" of any minor Base Building Improvement items which were either not properly completed or are in need of repair. Landlord will complete (or repair, as the case may be) the items listed on the punch list with commercially reasonable diligence and speed. If Tenant does not inspect the Premises with Landlord as reasonably requested by Landlord prior to or upon Substantial Completion, Tenant will be deemed to have accepted the Premises as delivered, subject to any punch list items Landlord develops and Tenant's rights under Section 17.6. If within one year after Substantial Completion, any of the Base Building Improvements are found to be not in accordance with the requirements as set forth in **EXHIBIT "H"**, Landlord shall use its good faith efforts to cause the cause the applicable Contractor to correct such defect pursuant to the terms of the applicable contract promptly after receipt of written notice of such defect. If at any time after Substantial Completion, (i) Tenant reasonably believes there is a design defect in the Base Building Improvements, or (ii) any of the Base Building Improvements are found to be not in accordance with the requirements of **EXHIBIT "H"** or the construction contract, then in either case Landlord shall execute and deliver such reasonable documents or instruments and take such reasonable other action as shall be necessary or proper to permit Tenant to

bring a claim against the Architect or the Contractor, as applicable, including assigning its rights and any causes of action it may have to Tenant (whether or not Landlord is attempting, or has attempted, to cause the Contractor to correct a defect pursuant to the terms of the applicable Construction Contract). Tenant shall thereafter prosecute such claim diligently and in good faith on its behalf and on the behalf of Landlord. Landlord hereby consents to being represented by the same counsel selected by Tenant in any such action; provided, however, that Landlord may, at its expense, retain separate counsel to advise Landlord, and no settlement will be made without Landlord's prior consent. If Tenant is successful in prosecuting any such claim, including settling such claim, then any damages attributable to such defect actually recovered by Tenant shall be applied first to reimburse Tenant for its actual out-of-pocket expenses paid or incurred as a result of such claim and then the balance, if any, shall be divided between Tenant and Landlord in the proportion that the value of Tenant's rights under this Lease to the Premises bears to the remaining value in the Premises (such allocation to be agreed by the parties, or in the absence of agreement by the process identified for the determination of Fair Market Value). Landlord's obligation under this Section shall survive Tenant's occupancy of the Premises upon Substantial Completion. Tenant shall give Landlord notice promptly after discovery of any defect in, or damage to, the Base Building Improvements.

**17.6 Construction Warranty.** Landlord warrants the Base Building Improvements against defective workmanship and materials for a period of one year after Substantial Completion. Landlord's sole obligation under this warranty is to repair or replace, as necessary, any defective item caused by poor workmanship or materials if Tenant delivers specific written notice of the defective item to Landlord within such one-year period. Landlord has no obligation to repair or replace any item after such one-year period expires. THIS EXPRESS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE RIGHT AND REMEDY OF TENANT FOR INCOMPLETE OR DEFECTIVE WORKMANSHIP OR MATERIALS OR OTHER DEFECTS IN THE PREMISES, AND AS ADDITIONAL CONSIDERATION FOR THIS WARRANTY TENANT HEREBY WAIVES AND RELEASES ALL OTHER CLAIMS AND CAUSES OF ACTION AGAINST LANDLORD AND ALL LANDLORD PARTIES BASED ON BREACH OF CONTRACT, TORT, BREACH OF WARRANTY OR OTHER RIGHTS OR CLAIMS, WHETHER EXPRESS OR IMPLIED, THAT MIGHT OTHERWISE BE AVAILABLE UNDER APPLICABLE LAW AS A CONSEQUENCE OF ANY DEFECTS ARISING OUT OF OR RELATING TO THE CONSTRUCTION OF THE BUILDING AND BASE BUILDING IMPROVEMENTS. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

**17.7 Tenant Finish Work.** All finish work and decoration and other work desired by Tenant and not included within the Base Building Improvements to be performed by Landlord will be designed, furnished and installed by Tenant at Tenant's sole expense. Tenant will perform all such work in the same manner and following the same procedures as are provided in this Lease for Alterations. Landlord is under no obligation to perform, inspect, or supervise any such work, and Landlord shall have no liability or responsibility whatsoever therefor.

## **ARTICLE 18 ADDITIONAL COVENANTS AND PROVISIONS**

**18.1 Signage.** During the Term of this Lease, the Building shall be known as "San Luis Plaza", or such other name as the Tenant may specify from time to time, during the term hereof, but not more frequently than once every five years, and Landlord shall cause all official references to the Property, including those maintained by the Borough and the U.S. Postal Service, to reflect the name "San Luis Plaza" or such other name as the Tenant may specify from time to time during the term hereof, but not more frequently than once every five years. Tenant at its sole cost and expense shall have the right to (i) replace existing exterior signs with similar signs bearing the new name; and (ii) install new and additional signage to display its name and corporate logo on and in the Building, including a sign on the roof of the Building, to the extent permitted by applicable zoning ordinances and regulations, and subject to said roof sign being installed in a good and workmanlike manner, without causing any harm to the roof or the structure thereof. Tenant shall be responsible for any repairs to the roof necessitated by the installation or existence of said roof signs. At termination of this Lease, the Tenant, at Tenant's sole cost, shall remove any signs it has added to the Building.

**18.2 Tenant Acknowledgement of the Bonds.** The Tenant acknowledges and consents to the assignment by the Landlord to Issuer, pursuant to the Loan Agreement, and the subsequent assignment by the Issuer to the Trustee, pursuant to the Indenture, of all rights, title and interest of the Landlord in, to and under this Lease; and to the delegation by the Landlord to the Issuer, pursuant to the Loan Agreement, and the subsequent delegation by the Issuer to the Trustee, pursuant to the Indenture, of all duties of the Landlord under this Lease.

**18.3 Security Deposit.** Concurrently with the Commencement Date for the First Phase, Tenant will deposit with Landlord the Security Deposit. If an Event of Default occurs, Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of any Rent due or any other sum which Landlord expends by reason of Tenant's default. Tenant is not entitled to any interest on the Security Deposit. It is expressly agreed that the Security Deposit is not an advance rental deposit or a measure of Landlord's damages in the case of Tenant's default. Upon application of all or any part of the Security Deposit, Tenant must upon demand restore the Security Deposit to its original amount. No application of the Security Deposit by Landlord will be deemed to have cured Tenant's default. Tenant waives all provisions of Law, now or hereinafter in force, which restrict the amount or types of claim that a landlord may make upon a security deposit or imposes upon a landlord (or its successors) any obligation with respect to the handling or return of security deposits. The Security Deposit will be released to Tenant within 45 days of the surrender of the Premises to Landlord subject to any deductions made by Landlord pursuant to the terms of this Lease; provided that Landlord shall be entitled to retain the Security Deposit if Tenant elects to terminate this Lease pursuant to Section 4.2 hereof.

**18.4 Supplemental Equipment.** Landlord, as part of the Base Building Improvements to be provided under Article 17, shall lease or purchase for Tenant's use and benefit, the Supplemental Equipment, including, but not limited to phone, computer and server systems set forth on Exhibit "G". If Tenant shall determine, in Tenant's sole discretion, that the Landlord fails to meet Tenant's requirements in Tenant's conduct of business in the Premises, Tenant shall provide Landlord written notice of such failure and Landlord and Tenant shall determine a reasonably acceptable resolution of such failure, including, without limitation, upgrading the existing Supplemental Equipment. If Tenant and Landlord cannot agree on a cure, or Landlord refuses to respond to Tenant's notice, Tenant may take such steps as Tenant deems desirable to correct the failure and Tenant may offset any payment of Basic Rent hereunder for the costs incurred by Tenant in effecting the cure.

## **ARTICLE 19 SATELLITE DISHES**

**19.1** Landlord hereby grants Tenant the license to install, at Tenant's sole cost and expense, during the term of this Lease, up to three (3) satellite dishes ("Satellite Dishes") on any currently unoccupied portion of the roof of the Building ("Permitted Roof Area") subject to the terms and conditions in this Section.

**19.2** The Satellite Dishes and all related equipment (collectively, the "Satellite System") shall be installed only in the Permitted Roof Area of the Building as to substantially limit visibility from the surrounding area. Tenant and Tenant's vendor shall prepare a drawing that delineates the exact location of the Satellite Dishes. Such locations shall not in any way negatively impact the visual aesthetics or structural integrity of the Building.

**19.3** The size and diameter of any of the Satellite Dishes, including any antennae and other related equipment and the weight of such equipment shall be subject to applicable law; regulations and ordinances; the structural integrity of the roof; and the location and manner of installation of wiring and conduits, the use of existing shafts, ducts, conduits and chase spaces in which to install cable and equipment shall be certified as proper and appropriate by an engineer or a qualified satellite installer to be retained by Tenant, at its sole cost and expense.

**19.4** Tenant hereby agrees to install, maintain and repair the Satellite System in a good workmanlike manner and to secure and maintain all permits required for the installation and operation

thereof, and to keep the Building free of any liens which might arise therefrom, and hereby indemnifies Landlord from and against any claims against Landlord for personal injury or property damage arising from the installation, use, operation, maintenance, repair and removal of the Satellite System.

**19.5** The Satellite Dishes and related equipment shall be affixed to a weighted pallet and shall not possess any anchor bolts that would pierce or perforate the Building's roof; and in no event shall Tenant or Tenant's contractor puncture or damage the roof membrane or structural portions thereof. All wiring and conduits to and from the Satellite Dishes to the Premises shall be installed and located in a manner reasonably approved by Landlord.

**19.6** If at any time Tenant wishes to end its use of the Satellite System, it shall give prior written notice to Landlord before proceeding with the disassembly and removal of the Satellite System.

**19.7** In the event that Tenant fails to install or maintain the Satellite System in good order and repair and Landlord determines that such failure presents a danger of injury to persons or damage to property in or about the Building, Landlord shall give Tenant notice to correct the problem. If Tenant fails to correct the problem within ten (10) days after receipt of notice from Landlord, Landlord may, but shall not be required to, in its sole discretion, make such repairs and perform such maintenance, or to disassemble and remove the Satellite System; and Tenant agrees to reimburse Landlord the cost therefore within thirty (30) days after receipt of Landlord's statement for the actual cost of such repairs, maintenance, or removal.

**19.8** Tenant shall operate the Satellite System in compliance with all applicable laws, regulations, and rules of the governmental authorities having jurisdiction thereof and shall maintain all necessary licenses and permits with respect thereto. Any electrical usage associated with the Satellite System shall be governed by the relevant provisions of this Lease.

**19.9** Upon the expiration or earlier termination of this Lease, Tenant shall remove the Satellite System and restore the area upon the roof accommodating the Satellite System and related equipment to the same condition as existed prior to installation of the Satellite System subject nevertheless to the factors of aging and normal wear, tear, and damage by the elements; and excepting also any casualty, excluding casualties caused by Tenant's negligence or misconduct. The obligations of Tenant hereunder shall survive the expiration or other termination of the Lease and the license granted to Tenant hereunder.

**19.10** Landlord hereby grants to Tenant the right to install such cables and equipment reasonably acceptable to Landlord (the "Connecting Equipment") in the existing shafts, ducts, conduits and chase spaces of the Building so as to connect the Satellite Dishes to be installed by Tenant on the roof of the Building to Tenant's equipment in the Premises, and Landlord grants to Tenant a right of access, subject to prior notice and reasonable approval by Landlord or Landlord's Building Manager, to the areas where such Connecting Equipment are located for the purposes of maintaining, repairing, testing and replacing the same, provided access to the roof for such functions shall not damage or puncture the roof membrane.

## **ARTICLE 20 MISCELLANEOUS PROVISIONS**

**20.1 Notices.** All Notices must be in writing and must be sent by personal delivery, by United States registered or certified mail (postage prepaid), or by an independent overnight courier service, addressed to the addresses specified in the Basic Terms or at such other place as either party may designate to the other party by written notice given in accordance with this Section. Notices given by mail are deemed delivered within four Business Days after the party sending the Notice deposits the Notice with the United States Post Office. Notices delivered by courier are deemed delivered on the next Business Day after the day the party delivering the Notice timely deposits the Notice with the courier for overnight (next day) delivery.

**20.2 Transfer of Landlord's Interest.** If Landlord Transfers (other than for collateral security purposes) its ownership interest in the Premises, the transferor is automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the Transfer, but only to the extent that (a) the transferee agrees in writing to assume such obligations, and (b) the transferor delivers or credits to the transferee any funds the transferor holds in which Tenant has an interest (such as a security deposit). Landlord's covenants and obligations in this Lease bind each successive Landlord only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, each transferor and its respective "Landlord Parties" remain entitled to the benefits of Tenant's releases and indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during such transferor's period of ownership. Notwithstanding the foregoing, Landlord's rights under this Lease, including rights to receive and enforce payments hereunder, have been assigned to the Issuer pursuant to the Loan Agreement and subsequently assigned by the Issuer to the Trustee pursuant to the Indenture.

**20.3 Successors.** Subject to the express provisions of this Lease, the covenants and agreements contained in this Lease bind and inure to the benefit of Landlord, its successors and assigns, bind Tenant and its successors and assigns and inure to the benefit of Tenant and its permitted successors and assigns.

**20.4 Captions and Interpretation.** The captions of the articles and sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular.

**20.5 Relationship of Parties.** This Lease does not create, between the parties to this Lease, the relationship of principal and agent, or of partnership or joint venture, or any other association or relationship, other than that of landlord and tenant.

**20.6 Entire Agreement; Amendment.** The Basic Terms and all exhibits, addenda and schedules attached to this Lease are incorporated into and made a part of this Lease as though fully set forth in this Lease and together with this Lease contain the entire agreement between the parties with respect to the improvement and leasing of the Premises. All prior and contemporaneous negotiations, including, without limitation, any letters of intent or other proposals and any drafts and related correspondence, are merged into and superseded by this Lease. No subsequent alteration, amendment, change or addition to this Lease (other than to the Property Rules) is binding on Landlord, Trustee or Tenant unless it is in writing and signed by Landlord, Trustee, and Tenant.

**20.7 Severability.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

**20.8 Landlord's Limited Liability.** All obligations of Landlord hereunder are nonrecourse. Tenant will look solely to Landlord's interest in the Property for recovering any judgment or collecting any obligation from Landlord or any other Landlord Party. Tenant agrees that neither Landlord nor any other Landlord Party will be personally liable for any judgment or deficiency decree. In no event is Landlord or any Landlord Party liable to Tenant or any other person for consequential, indirect, special or punitive damages.

**20.9 Survival.** All of Tenant's obligations under this Lease accruing prior to expiration or other termination of this Lease, or which this Lease contemplates are to survive termination, will survive the expiration or other termination of this Lease until fully paid and/or performed by Tenant. Interest on surviving payment obligations will continue to accrue at the rates stated in this Lease until fully paid. Further, all of Tenant's releases and indemnification, defense and hold harmless obligations under this Lease survive the expiration or other termination of this Lease until any possible Claims to which the same might apply have been absolutely barred by all applicable statutes of limitation.

**20.10 Alternative Dispute Resolution; Waiver of Trial by Jury; Attorney's Fees.**

**20.10.1** If any dispute arising out of or relating to this Lease occurs, then either party may submit such dispute to binding arbitration in Phoenix, Arizona. If the total of all disclosed claims or counterclaims, exclusive of interest and arbitration costs, are not reasonably estimated to exceed \$1,000,000, the arbitration shall be heard by one neutral arbitrator under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). If the total of all such claims or counterclaims are reasonably estimated to exceed \$1,000,000, then the arbitration shall be heard by three (3) neutral arbitrators under the AAA's Supplementary Procedures then in effect for Large Complex Disputes. The arbitration process shall be concluded not later than six (6) months after the date that it is initiated (as such period may be reasonably extended by the arbitrator(s), but in no event longer than twelve (12) months) and the award of the arbitrator(s) shall be accompanied by a reasoned opinion if requested by either party. The arbitrator(s) shall have no authority to award punitive or treble damages. The arbitration shall be conducted as a common law arbitration and the decision of the arbitrator(s) rendered in such a proceeding shall be final. Judgment may be entered upon it in any court having jurisdiction. The procedures for the resolution of disputes set forth in this subsection (a) shall be the sole and exclusive procedures for the resolution of disputes; provided, however, that a party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in this subsection (a). All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified herein are pending. The parties will take such action, if any, required to effectuate such tolling.

**20.10.2** Notwithstanding subsection 20.10.2 above, if a dispute arises out of or relates to this Agreement, or breach thereof, the parties agree first to try to settle the dispute through mediation before resorting to arbitration for a period of up to sixty (60) days following the start of the dispute. In event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yuma County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

**20.10.3** LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR CONNECTED WITH THIS LEASE OR THE PREMISES.

**20.11 Brokers.** Landlord and Tenant each represents and warrants to the other that it has not had any dealings with any realtors, brokers, finders or agents in connection with this Lease (except as may be specifically set forth herein) and each releases and agrees to indemnify the other from and against any Claims based on the failure or alleged failure to pay any realtors, brokers, finders or agents (other than any brokers specified herein) and from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers, finders or agents (other than any brokers specified herein) claiming by, through or on behalf of it with respect to this Lease or the negotiation of this Lease. Landlord will pay any brokers named in the Basic Terms in accordance with the applicable listing agreement executed by Landlord for the Property.

**20.12 Recording.** Landlord and Tenant will execute, acknowledge, deliver and cause to be recorded or filed in the manner and place required by any present or future law a memorandum of lease which shall be reasonably requested by Landlord or Tenant as being necessary or appropriate in order to protect their respective interests in the Property.

**20.13 Governing Law.** This Lease is governed by, and must be interpreted under, the internal laws of the State of Arizona, including, without limitation, ARS §38-511.

**20.14 Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**20.15 Independent Obligations.** Except for any right of offset or abatement which may be expressly and specifically set forth in this Lease, Tenant's covenants and obligations to pay Rent are independent from any of Landlord's covenants, obligations, warranties or representations in this Lease.

**20.16 Tenant's Organization Documents; Authority.** If Tenant is an entity, Tenant will, within 10 days after Landlord's written request, deliver to Landlord: (a) Certificate(s) of Good Standing from the state of formation of Tenant and, if different, the State, confirming that Tenant is in good standing under the laws governing formation and qualification to transact business in such state(s); and (b) a copy of Tenant's organizational documents and any amendments or modifications thereof, certified as true, correct and complete by an appropriate official of Tenant. Tenant and each individual signing this Lease on behalf of Tenant represents and warrants that they are duly authorized to sign on behalf of and to bind Tenant and that this Lease is a duly authorized, binding and enforceable obligation of Tenant.

**20.17 Force Majeure.** If either party is delayed in or prevented from performing any obligation under this Lease (excluding, however, the payment of money) by reason of Force Majeure, such party's performance of such obligation will be excused for a period equal to the period of delay actually caused by the Force Majeure event. In no event will the occurrence of any event of Force Majeure excuse or suspend any of Tenant's obligations to pay Rent under this Lease after the Commencement Date has occurred.

**20.18 Management.** Property Manager is authorized to manage the Property. Landlord appointed Property Manager to act as Landlord's agent for leasing, managing and operating the Property. The Property Manager then serving is authorized to take actions and give notices and demands under this Lease on Landlord's behalf.

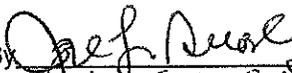
**20.19 Construction of Lease and Terms.** The terms and provisions of this Lease are the result of negotiations between Landlord and Tenant, each of which are sophisticated parties and each of which has been represented or been given the opportunity to be represented by legal counsel and/or other advisors of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease are to be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party who drafted the same. Landlord's submission of this instrument to Tenant in draft or final form for examination or signature does not constitute any reservation of, or agreement or option to lease, the Premises. When executed by Tenant and delivered to Landlord, this Lease will be construed as an offer from Tenant to lease the Premises on the terms set forth in this Lease. Tenant's offer to lease may be accepted, and a binding agreement between Tenant and Landlord created, only by Landlord's execution of this Lease and delivery of the fully-executed Lease to Tenant. Once so delivered by Landlord, this Lease shall be deemed effective as of the Effective Date.

**[SIGNATURE PAGE FOLLOWS]**

Landlord and Tenant have each caused this Lease to be executed and delivered by their duly authorized representatives.

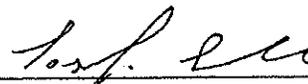
**LANDLORD:**

The Industrial Development Authority of San Luis,  
Arizona, a political subdivision on the State of Arizona

By   
Name: JOSE L. SUAREZ  
Title: ACTING CHAIRBOARD MEMBER

**TENANT:**

Advanced Call Center Technologies, LLC, a Georgia  
limited liability company

By   
President

**EXHIBIT "A"**  
**DEFINITIONS**

Capitalized terms used in this Lease and not defined elsewhere or below have the meanings given them in the Indenture and Loan Agreement (as those terms are defined below).

**"Additional Rent"** means any charge, fee or expense (other than Basic Rent) payable by Tenant under this Lease, however denoted.

**"Affiliate"** means, with respect to any person or entity, any other person or entity that, directly or indirectly, controls, is controlled by or is under common control with such person or entity. For purposes of this definition, "control" means possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting securities of the entity.

**"Alteration"** means any change, alteration, addition or improvement to the Premises or Property.

**"Bankruptcy Code"** means the United States Bankruptcy Code as the same now exists and as the same may be amended, including any and all rules and regulations issued pursuant to or in connection with the United States Bankruptcy Code now in force or in effect after the Effective Date.

**"Base Building Improvements"** means the improvements as set forth in Section 17 and Exhibit F.

**"Basic Rent"** means the basic rent payable by Tenant under this Lease, initially in the amounts specified in the Basic Terms.

**"Basic Terms"** means the terms of this Lease identified as the "Basic Terms" located before Article 1 of this Lease.

**"Bonds"** means the Bonds issued by Issuer for financing the purchase of the property, improvements, fixtures, furniture, and equipment described in this lease..

**"Building"** means that certain building now existing on the Land.

**"Business Days"** means any day other than Saturday, Sunday or a legal holiday in the state in which the Property is located.

**"Casualty"** means any physical loss, destruction or damage to property which is caused by fire, windstorm, hail, lightning, vandalism, theft, explosion, collision, accident, flood, earthquake, collapse, or any other peril (including, without limitation, malfunctions or failures of equipment, machinery, sprinkling devices, or air conditioning, heating or ventilation apparatus; occurrences or presence of water, snow, frost, steam, gas, sewage, sewer backup, odors, noise, hail or excessive heat or cold; broken or falling plaster, ceiling tiles, fixtures or signs; broken glass; or the bursting or leaking of pipes or plumbing fixtures). "Casualty" does not include (a) any waste or excessive or unreasonable wear and tear, or (b) any loss, destruction or damage arising or resulting from the placement, disposal or release of Hazardous Materials in, on, under, about or from the Property by either Landlord or Tenant.

**"Certificate of Occupancy"** means a certificate of occupancy, governmental sign-off or other document, permit or approval (whether conditional, unconditional, temporary or permanent) which must be obtained by Landlord from the appropriate governmental or quasi-governmental authority as a condition to the lawful initial occupancy by Tenant of the Premises.

**"Claims"** means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any obligation under this Lease.

**"Commencement Date"** means (i) for the First Phase, the earlier of (a) Substantial Completion of the Base Building Improvements for the First Phase, or (b) the date Substantial Completion of the Base Building Improvements for the First Phase would have occurred but for Tenant Delay; and (ii) for the Second Phase, the earlier of (a) Substantial Completion of the Base Building Improvements for the Second Phase or (b) the date Substantial Completion of the Base Building Improvements for the Second Phase would have occurred but for Tenant Delay.

**"Condemning Authority"** means any person or entity with a statutory or other power of eminent domain excluding the City of San Luis or any agency or instrumentality thereof.

**"Delivery Date"** means the target date for Landlord's delivery of the applicable Phase of the Premises to Tenant, which initially is the delivery date specified in the Basic Terms.

**"Effective Date"** means the date set forth as such by Landlord when Landlord executes this Lease, as indicated on the signature page.

**"Event of Default"** means the occurrence of any of the events specified in Section 14.1 of this Lease, or the occurrence of any other event that this Lease expressly labels as an "Event of Default".

**"Excess Property Expenses"** means the total amount of Property Expenses for any calendar year of the Term minus the product obtained by multiplying the expense stop specified in the Basic Terms by the number of rentable square feet in the Building.

**"Floor Plan"** means the floor plan attached to this Lease as EXHIBIT "B".

**"Force Majeure"** means acts of God; strikes; lockouts; labor troubles not caused by any act or omission of Landlord; inability to procure materials not caused by any act or omission of Landlord; acts of war; terrorist actions; severe inclement weather; changes in governmental laws or regulations; Casualty; orders or directives of any legislative, administrative, or judicial body or any governmental department; inability to obtain any licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions or authorities); and other similar or dissimilar causes beyond Landlord's reasonable control.

**"Hazardous Materials"** means any of the following, in any amount: (a) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (b) any radioactive substance; (c) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (d) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "Hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," or words of similar import in any federal, state, or local statute, law, ordinance or regulation now existing or existing on or after the Effective Date as the same may be interpreted by government offices and agencies, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) oil or any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) radioactive materials and waste, and (viii) infectious waste.

**"Hazardous Materials Laws"** means any federal, state, local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and other authority, existing now or in the future, which classify, regulate, list or define Hazardous Materials.

**"Indenture"** means the Trust Indenture, dated as of \_\_\_\_\_, 2007, by and between the Issuer and the Trustee, including any indentures supplemental thereto made in conformity therewith, pursuant to which the Bonds are authorized to be issued and secured.

**"Land"** means that certain real property legally described on the attached EXHIBIT "C".

**“Landlord”** means only the owner or owners of the Property at the time in question.

**“Landlord Parties”** means Landlord, Property Manager, their Affiliates, Trustee, and their respective officers, directors, partners, shareholders, members and employees.

**“Landlord’s Personal Property”** means any trade fixtures, inventory, equipment, vehicles, or other personal property of any type or kind located at or about the Property which is owned or leased by, or is otherwise under the care, custody or control of, Landlord or its agents, employees, contractors, or invitees.

**“Laws”** means any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect on or after the Effective Date and applicable to the Property or the use or occupancy of the Property, including, without limitation, Hazardous Materials Laws, Property Rules and Permitted Encumbrances.

**“Lease”** means this Lease Agreement, as the same may be amended or modified after the Effective Date.

**“Loan Agreement”** means the Loan Agreement, if any, by and between the Issuer and the Landlord, and any amendments and supplements thereto made in conformity with the requirements thereof and of the Indenture.

**“Maximum Rate”** means interest at a rate equal to the lesser of (a) 10% per annum, or (b) the maximum interest rate permitted by law.

**“Mortgage”** means any mortgage, deed of trust, security interest or other security document of like nature that at any time may encumber all or any part of the Property and any replacements, renewals, amendments, modifications, extensions or refinancings thereof, and each advance (including future advances) made under any such instrument.

**“Net Rent”** means all Rent Landlord actually receives from any reletting of all or any part of the Premises, after first deducting the Re-entry Costs and any other amounts owed by Tenant to Landlord.

**“Notices”** means all notices, deliveries, demands or requests that may be or are required to be given, provided, demanded or requested by either party to the other as provided in this Lease, excluding communications by Landlord regarding the Base Building Improvements which are made to the “tenant representative” appointed by Tenant under Article 17.

**“Operating Expenses”** means, subject to the exclusions listed below, all reasonable costs, expenses and charges which Landlord pays or incurs in connection with owning, managing, maintaining, repairing and operating the Property, as reasonably determined by Landlord, including without limitation all related to the following: (a) insurance premiums and deductible amounts under any insurance policy; (b) steam, electricity, water, sewer, gas, telephone, cable and other utility charges; (c) lawn care and landscaping; (d) re-painting, re-striping, seal-coating, cleaning, sweeping, patching and repairing parking areas and other paved surfaces serving the Building; (e) snow removal; (f) uniforms, supplies, materials and equipment used in connection with managing, maintaining, repairing and operating the Building; (g) replacements required for the normal maintenance, repair and operation of the Building; to comply with changes in Laws or the interpretation or enforcement thereof occurring after the Commencement Date, or with a reasonable expectation of reducing energy costs or other Operating Expenses; provided that in computing Operating Expenses Landlord will amortize the cost of such capital improvements (including reasonable charges for interest on the unamortized amount) over the shorter of (A) their useful life, and (B) fifteen years; (h) costs, expenses and charges incurred by Landlord in connection with public sidewalks, walkways, rights of way or other public facilities, or any easements or other appurtenances to the Property; (i) security and access control equipment and services; and (j) such other costs, expenses

and charges as may ordinarily be incurred in connection with maintaining, repairing and operating an office building project similar to the Property.

Operating Expenses do not include the following: (aa) the cost of capital improvements to the Property, except as provided in clause (m) above; (bb) marketing costs, leasing commissions and tenant expenses Landlord incurs in connection with leasing or procuring tenants or renovating space for new or existing tenants; (cc) legal expenses incident to Landlord's enforcement of any lease; (dd) interest or principal payments on any Mortgage of Landlord (except as allowed under clause (m) above); (ee) any expense for which Landlord is directly reimbursed by another tenant other than as an Operating Expense; (ff) the cost of any repairs, restoration or other work for which Landlord is directly reimbursed by insurance proceeds or Taking awards; (gg) any amount paid for products or services to an entity that is an Affiliate of Landlord, but only if and to the extent such amount exceeds the fair market value of such services and products; (hh) the costs of any utilities which are separately metered to the Premises or to another tenant's premises; (ii) any fines or penalties imposed on Landlord for failing to timely perform its obligations under this Lease; (jj) salaries of employees not related to the management, operation, repair or maintenance of the Property; (kk) any ground rent payable under any ground lease now or hereafter affecting the Property; (ll) any bad debt loss, rental loss, or reserves for bad debts or rental loss; (mm) costs (other than the cost of routine maintenance and monitoring) of remediation of Hazardous Materials which are in or on the Property as of the Effective Date and which are classified as Hazardous Materials under Laws in effect as of the Effective Date; (nn) any costs which would allow Landlord a "double recovery" of any other costs for which Landlord is directly reimbursed other than as an Operating Expense; (oo) the cost of any repairs or replacements of defects in the Building existing on the Commencement Date; (pp) the cost of any repair, replacement or other matter caused by the negligence or misconduct of Landlord or any of the other tenants in the Building or their agents, employees or invitees; or (qq) the cost of any capital improvements to the Building but only to the extent of the amortized cost thereof (based on its useful life) in the applicable calendar year.

**"Permitted Encumbrances"** means all Mortgages, liens, easements, declarations, encumbrances, covenants, conditions, reservations, restrictions and other matters now or after the Effective Date affecting title to the Property.

**"Premises"** means that certain space situated in the Building shown and designated on the Floor Plan and described in the Basic Terms.

**"Property"** means, collectively, the Land, Building and all other improvements on the Land.

**"Property Expenses"** means the total amount of Operating Expenses and Property Taxes due and payable with respect to the Property during any calendar year of the Term.

**"Property Manager"** means the property manager named in the Basic Terms or any successor property manager Landlord may appoint from time to time to manage the Property.

**"Property Taxes"** means any regularly assessed real property tax, imposed by any authority having the direct or indirect power to tax, including but not limited to, (a) any city, county, state, or federal entity, (b) any school, agricultural, lighting, drainage or other improvement or special assessment district or (c) any governmental agency. The term "Property Taxes" does not include (a) Landlord's state or federal income, franchise, estate or inheritance taxes, (b) special assessments or charges for and with respect to improvements to or for the Property, (c) taxes that are not generally imposed on properties in the City of San Luis, and (d) taxes imposed by the City of San Luis or an agency thereof. If Landlord is entitled to pay, and elects to pay, any of the above listed charges in installments over a period of two or more calendar years, then only such installments of the charges (including interest thereon) as are actually paid in a calendar year will be included within the term "Property Taxes" for such calendar year.

**"Re-entry Costs"** means all costs and expenses Landlord incurs re-entering or reletting all or any part of the Premises after an Event of Default, including, without limitation, all costs and expenses Landlord incurs (a) maintaining or preserving the Premises; (b) recovering possession of the Premises, removing

persons and property from the Premises and storing such property (including court costs and reasonable attorneys' fees); (c) renovating or altering the Premises; and/or (d) reletting the Premises (including without limitation real estate commissions, advertising expenses and similar expenses paid or payable in connection with reletting all or any part of the Premises). "Re-entry Costs" also includes the value of free rent and other concessions Landlord gives in connection with re-entering or reletting all or any part of the Premises.

**"Registered Owner"** or **"Registered Owners"** means the person or persons in whose name a Bond is registered.

**"Rent"** means, collectively, Basic Rent and Additional Rent.

**"Security Deposit"** means the security deposit to be provided to Landlord in the amount set forth in the Basic Terms.

**"Substantial Completion"** means either (a) the date a final Certificate of Occupancy (or all approvals required for the issuance thereof) is obtained for the Premises, or (b) if a Certificate of Occupancy is not required as a condition to Tenant's lawful occupancy of the Premises, the date that the Base Building Improvements are substantially completed (subject to punch list items), as confirmed in writing by Landlord's architect; provided that if either (a) or (b) is delayed or prevented because of work Tenant is responsible for performing in the Premises, "Substantial Completion" means the date that all of Landlord's work which is necessary for either (a) or (b) to occur has been performed (subject to punch list items) and Landlord has made the Premises available to Tenant for the performance of Tenant's work.

**"Supplemental Equipment"** means any of the following items that, in each case, are (a) installed within the Premises by Tenant or at Tenant's request, (b) serve only the Premises, and (c) are not included by Landlord in the building standard systems, fixtures and equipment of the Building: (i) any supplemental or specialty electrical, mechanical, plumbing, heating, ventilation or air conditioning systems, fixtures or equipment; (ii) any supplemental or specialty fire, life, safety or security systems, fixtures or equipment; or (iii) any video, audio, communications or computer systems, fixtures or equipment (including cabling).

**"Taking"** means the exercise by a Condemning Authority of its power of eminent domain on all or any part of the Property, either by accepting a deed in lieu of condemnation or by any other manner.

**"Tenant"** means the tenant identified in this Lease and such tenant's permitted successors and assigns. In any provision relating to the conduct, acts or omissions of "Tenant," the term "Tenant" includes the tenant identified in this Lease and such tenant's agents, employees, contractors, invitees, successors, assigns and others using the Premises or on the Property with Tenant's express or implied permission.

**"Tenant Delay"** means any delay caused or contributed to by Tenant, including, without limitation, with respect to the Base Building Improvements, Tenant's failure to timely prepare or approve a space plan for the Base Building Improvements, Tenant's failure to timely prepare or approve construction drawings and specifications, and any delay from any revisions Tenant proposes to the approved construction drawings and specifications. A Tenant Delay excuses Landlord's performance of any obligation related thereto for a period equal to (a) the duration of the act, occurrence or omission that constitutes the Tenant Delay, or (b) if longer, the period of delay actually caused by such Tenant Delay.

**"Tenant Parties"** means the tenant identified in this Lease, its Affiliates, and their respective officers, directors, partners, shareholders, members and employees.

**"Tenant's Personal Property"** means any trade fixtures, inventory, equipment, vehicles, or other personal property of any type or kind located at or about the Property which is owned or leased by, or is otherwise under the care, custody or control of, Tenant or its agents, employees, contractors, or invitees.

**"Tenant's Share of Excess Property Expenses"** means the product obtained by multiplying the amount of Excess Property Expenses for the period in question by the Tenant's Percentage of Excess Property Expenses.

**"Tenant's Percentage of Excess Property Expenses"** means the percentage set forth in the Basic Terms.

**"Term"** means the initial term of this Lease specified in the Basic Terms.

**"Transfer"** means an assignment, mortgage, pledge, transfer, sublease, license or other encumbrance or conveyance (voluntarily, by operation of law or otherwise) of this Lease or the Premises or any right, title or interest in or created by this Lease or the Premises. The term "Transfer" also includes any assignment, mortgage, pledge, transfer or other encumbering or disposal (voluntarily, by operation of law or otherwise) of any ownership interest in Tenant that results or could result in a change of control of Tenant.

**"Trustee"** means \_\_\_\_\_, being the paying agent, the registrar and the trustee under the Indenture, or any successor corporate trustee.



**EXHIBIT "C"**  
**PROPERTY PLAN**

**EXHIBIT "D"**  
**COMMENCEMENT DATE MEMORANDUM**

THIS MEMORANDUM is made and entered into as of \_\_\_\_\_, 2007 by and between The Industrial Development Authority of San Luis, Arizona, as Landlord, and Advanced Call Center Technologies, LLC, a Georgia limited liability company, as Tenant.

**RECITALS:**

A. Landlord and Tenant are parties to a certain Lease Agreement dated as of \_\_\_\_\_, 2007 ("Lease"), relating to certain premises ("Premises") located in the building located at \_\_\_\_\_ ("Building").

B. All capitalized terms not otherwise defined in this Memorandum have the meanings given them in the Lease.

C. Landlord and Tenant desire to confirm certain facts regarding the Lease, including the Commencement Date, the size of the Premises and Building, the monthly Basic Rent installment amounts, and the date the initial Term of the Lease expires **[and the notice date(s) and expiration date(s) of any extension periods provided to Tenant under the Lease.]**

**ACKNOWLEDGMENTS:**

Pursuant to Section 1.2 of the Lease and in consideration of the facts set forth in the Recitals, Landlord and Tenant acknowledge and agree as follows:

1. The Commencement Date under the Lease is \_\_\_\_\_.
2. The Premises contains \_\_\_\_\_ rentable square feet.
3. The Building contains \_\_\_\_\_ rentable square feet.
4. Monthly installments of Basic Rent:

| <u>Months</u> | <u>Basic Rent</u> |
|---------------|-------------------|
| _____         | \$ _____          |
| _____         | \$ _____          |
| _____         | \$ _____          |

5. Initial Tenant's Percentage of Excess Property Expenses: \_\_\_\_\_%.
6. The initial Term of the Lease expires on [\_\_\_\_\_], unless the Lease is sooner terminated in accordance with the terms and conditions of the Lease.

Landlord and Tenant have each caused this Memorandum to be executed and delivered by their duly authorized representatives as of the day and date first written above. This Memorandum may be executed in counterparts, each of which is an original and all of which constitute one instrument.

**LANDLORD:**

The Industrial Development Authority of San Luis,  
Arizona, a political subdivision of the State of Arizona

By \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

Advanced Call Center Technologies, LLC, a Georgia  
limited liability company

By \_\_\_\_\_  
Joseph Lembo, President

**EXHIBIT "E"**  
**HIRING STANDARDS**

**Minimum Requirements**

Must be a citizen or a national of the United States, a lawful permanent resident with Green Card or an alien authorized to work in the United States.

18 years of age

High School Diploma or GED

Basic computer skills.

Ability to type a minimum of 15 WPM at 85% accuracy.

Excellent English communication skills; written and verbal

Bi-lingual employees should be able to speak, read, write and translate between Spanish and English

No felony convictions

No misdemeanor convictions for fraud, identify theft, theft or violence.

## EXHIBIT "F"

### BUILDING SERVICES STANDARDS

In accordance with Article 11 -Building and Project Services, this Exhibit shall enumerate standards required for the following services, systems and facilities for the Building:

- 1 HVAC
- 2 Electric
- 3 Life Safety Support System
- 4 Structural
- 5 Hot and Cold Water and Plumbing Systems
- 6 Cleaning & Maintenance of Common Areas

#### Additional

- 7 Communications
- 8 Windows Treatments

#### 1. Heating, ventilating and air conditioning (HVAC):

Office areas and electrical closets shall be conditioned through central condenser water -driven above -ceiling heat pumps which shall produce adequate heating and cooling for the Premises as follows:

| Outside Conditions             | Inside Conditions  |
|--------------------------------|--------------------|
| Summer: 930 F (db) and 75-(wb) | 72-F (db) & 50% RH |
| Winter: 0.F (db)               | 70.F (db) & 20% RH |

The Building systems must consistently provide outside air to meet applicable code requirements.

To provide 24 hour-per-day cooling coverage, the Tenant shall have the right to install three (3) supplemental air conditioning units with three (3) outside condensers. These units shall be supported by emergency power sources maintained and provided at Tenant's expense in the case of basic source failure.

- 1.) Maintenance of all HVAC systems, except Tenant supplied supplemental systems, shall be fully borne by the Landlord.
- 2.) Tenant shall have the right to install exhaust fans in the conference rooms to the ceiling plenum as an upgrade at Tenant's expense.

#### 2. Electric:

The Building's standard electrical service is 480/127/70 volt, 3 phase, 4 wire, which currently provides a 2.5 watts/sq. ft. for lighting (277 v) structured for one (1) 2x4 florescent fixture every 65 sq. ft. and 3.75 watts/sq. A. for office floor loads. The standard for light tubes in these fixtures shall be F40/D35/SS. Exit and emergency lighting shall be provided as required by Code. The Tenant shall be fully responsible for all materials and labor for the maintenance, repair and replacement of all bulbs and fixtures.

Dedicated receptacles and special equipment receptacles may be installed by Tenant as required by the current floor plan(s) as developed.

The Landlord shall install, at its expense, an Uninterruptible Power Supply (UPS) to electrically bridge the timing gap between any failure(s) of the basic power source and the mechanical inception of power support from the diesel generators.

Maintenance of all electrical and electrical support systems shall be fully borne by the Landlord.

3. Life Safety Support System:

The Building currently contains full sprinkler system coverage. A smoke detection dam, and communication system, and fire extinguishers shall be provided by Landlord as required by Code; provided, that Tenant shall replace fire extinguishers from time to time.

Maintenance of all Life Safety Support Systems shall be fully borne by the Landlord.

4. Structural:

The Building's structural system shall remain and be maintained as currently constructed in a manner consistent with that of a good quality office facility. The Tenant shall have the right to construct an additional entrance to the Building, at Tenant's expense, to directly access any portion of the Tenant's space, should it so elect.

5. Plumbing System:

Hot/cold water and sinks and other plumbing fixtures to include drinking fountains, are presently installed both within the leased space(s) and in Common Areas. The Landlord shall provide an independent and separate domestic water supply and drainage for the Premises.

The Landlord shall be responsible to provide a continuing source of heating for the provision of hot water to applicable plumbing devices.

The Landlord shall be fully responsible for the supply, maintenance and repair of all domestic water supply and drainage piping, flow and systems, and of all plumbing-related matters in general.

6. Communications:

If elected by Tenant, in addition to the Base Building Improvements, the Tenant may arrange its own data and telephone communication requirements directly with service and supply providers of its choice, as may be selected from time-to-time within the term of the Lease; with Tenant responsible for their maintenance. Such cabling, wiring, and equipment installations shall be coordinated with Landlord at time(s) of installation, both initially and from time-to-time, as necessary. Communications outlet locations shall be indicated on construction document floor plans, as developed. A conduit with pull string from the communications equipment room to Tenant space(s) shall be provided by Tenant.

The Tenant shall be permitted, subject to any and all local Code requirements, to install, initially and from time-to-time, such antennae or receiving systems on the Building or grounds as may be appropriate to its ongoing business desires and needs.

7. Window Treatments:

A building standard window treatment (mini-blinds) shall be initially installed and continuously maintained by Landlord at its own expense. This shall be for all exterior windows. Blinds shall be 112" – slim-line mini blinds, Levelor or equal, color to be selected by Tenant to blend with window mullions/Tenant's wall finish.

8. LANDLORDS SECURITY REQUIREMENTS:

1. All doors entering the building shall remain locked at all times other than from 8:00 a.m. to 5:30 p.m. Monday through Friday on all Business days other than Holidays.
2. As a safety measure, the Landlord is to maintain all Parking Lot lights by promptly replacing any defective lights. At all times, trees and shrubs shall not interfere with lighting.
3. All lights in the Parking Lot shall remain on after dark until 8:00 p.m. After 8:00 p.m. reduced lighting in the Parking Lot will be permitted except for the full lighting required for 100 parking spaces adjacent to the Building. After 1:00 a.m. further reduction in lighting will be permitted down to 50 parking spaces adjacent to the Building.

**EXHIBIT "G"**

**EQUIPMENT**

**Attached is an Excel spreadsheet which is a list of equipment to be furnished by landlord. The equipment supplied must either be this equipment or the substantial equivalent. The parties may agree to substitutions.**

JL  
EM

## San Luis Call Center Equipment List

| Vendor                         | Qty | Part Number        | Description  |
|--------------------------------|-----|--------------------|--|
| <b>Technology Requirements</b> |     |                    |  |
| <b>Data Equipment:</b>         |     |                    |  |
| Cisco                          | 2   | Catalyst G3750-12s | Cisco 3750 Core Switches with Gigabit cards, cables & smartnets  |
| Cisco                          | 17  | Catalyst 3560-48   | 3560 POE 48 Port Switches with Gigabit cards, cables & smartnets   |
| Cisco                          | 1   | Cisco PIX 525      | Cisco PIX 525 (failover bundle i.e. 2 units) with unrestricted software & smartnets                        |
| Cisco                          | 1   | Cisco 3745 Router  | Cisco 3745 Router with 3 dual WIC cards & smartnets  |
| CXtec                          | 600 |                    | 6' Data Patch Cords  |
| CXtec                          | 5   |                    | 19" x 84" Open Rack for Network Equipment  |
| CXtec                          | 1   | Cisco 2811 Router  | Cisco Internet Router w/smartnet   |
| CXtec                          | 400 |                    | 6" Data Patch Cables   |
| CXtec                          | 400 |                    | 12" Data Patch Cables  |
| <b>Server Equipment:</b>       |     |                    |  |
| Dell                           | 2   | PowerEdge™ 2950    | Up to two dual-core 64-bit Intel® Xeon® processors with dual 2MB L2 Caches                                 |
| Dell                           | 1   | PowerEdge™ 2950    | Up to two dual-core 64-bit Intel® Xeon® processors with dual 2MB L2 Caches                                 |
| Dell                           | 1   | PowerEdge™ 2950    | Up to two dual-core 64-bit Intel® Xeon® processors with dual 2MB L2 Caches                                 |
| Dell                           | 1   | PowerEdge™ 2950    | Up to two dual-core 64-bit Intel® Xeon® processors with dual 2MB L2 Caches                                 |
| Dell                           | 1   | PowerEdge™ 2950    | Up to two dual-core 64-bit Intel® Xeon® processors with dual 2MB L2 Caches                                 |
| Dell                           | 1   | PowerEdge™ 2950    | Up to two dual-core 64-bit Intel® Xeon® processors with dual 2MB L2 Caches                                 |
| Dell                           | 4   | A075207s           | 19" 42U Server Racks with Lockable front & rear doors  |
| <b>PC Equipment:</b>           |     |                    |  |
| Dell                           | 310 | Optiplex GX520     | Dell Optiplex GX520 Desktop with: 2GHz processor, 512MB RAM, 40G Hard drive, 19 inch LCD Monitor, CD Drive |
| <b>Cameras:</b>                |     |                    |  |
| Stardot                        | 6   | CAM-NET01          | NetCam Internet Camera   |
| Stardot                        | 6   | ENC-CUTD2          | Light Duty Outdoor Enclosure Weather-resistant outdoor enclosure with wall/roof mount                      |
| Stardot                        | 14  | LEN-2.6MMCS        | Extra Wide Angle Lens (NetCam) 2.6mm, 98° wide, Manual Iris/Focus  |
| Stardot                        | 8   | CAM-NET01          | NetCam Internet Camera   |
| Axis                           | 4   | 0220-004           | AXIS 213 PTZ Network Camera  |
| Axis                           | 4   | 21898              | Indoor, recessed ceiling housing with smoked glass for the AXIS 213 PTZ Network Camera.                    |
| <b>Copiers/Printers:</b>       |     |                    |  |
| Dell                           | 5   | 5112YB             | Color Laser Printer 5110cn with 2-Year Next Business Day Onsite Response                                   |
| Dell                           | 1   | A0654404           | X848EF MFP LASERPR P/C/S-W/ TRAY DUPLX STAPLER   |
| <b>Fax Machines:</b>           |     |                    |  |
| Dell                           | 1   | 18152YB            | Multifunction Laser Printer 1815dn with 2-Year Next  |
| Dell                           | 2   | 968STD             | Photo All-in-One Printer 966 with 1-Year Advanced Exchange Service   |
| <b>Licenses/Software:</b>      |     |                    |  |
| Dell                           | 762 |                    | MS Windows Server Client CALS  |
| Softwaremedium                 | 762 |                    | Surf Control additional licenses   |
| Dell                           | 50  |                    | MS Office 2003 Professional  |
| CDW                            | 787 |                    | Norton AV Corp Edition w/Citient Security for Exchange   |
| Dell                           | 6   | A0103043           | Microsoft Windows 2003 server  |
| Dell                           | 1   |                    | Microsoft Exchange Server  |
| <b>Avaya Phone System:</b>     |     |                    |  |
| Daycom Systems                 | 1   |                    | CM S87XX MODEL   |
| Daycom Systems                 | 1   |                    | AVAYA COMPUTER TELEPHONY MIG   |
| Daycom Systems                 | 700 |                    | CM2+ ACCESS TO CALL CENTER SFTW LIC  |
| Daycom Systems                 | 1   |                    | CM3 S87XX SFTW LIC   |
| Daycom Systems                 | 4   |                    | IP MEDIA RESOURCE 320 CHANNEL LIC  |
| Daycom Systems                 | 1   |                    | AE SVCS DLG RTU  |
| Daycom Systems                 | 1   |                    | CC R3.0  |
| Daycom Systems                 | 1   |                    | SFTW ENTITLEMENTS LIC  |
| Daycom Systems                 | 1   |                    | IP AGT R8 LIC 3 FREE LIC   |
| Daycom Systems                 | 700 |                    | CC NEW ELITE PER AGT 501-1000 AGTS   |
| Daycom Systems                 | 700 |                    | CC SHARED CONTROL ACCESS   |
| Daycom Systems                 | 1   |                    | INTGR MGMT ENTRPRS ENTITLEMENT LIC   |
| Daycom Systems                 | 784 |                    | CM R3 501-1000 NEW LIC   |
| Daycom Systems                 | 2   |                    | UPS ONLINE 1500VA W/SNMP/RAIL, 120V  |
| Daycom Systems                 | 1   |                    | AE SVCS 3.1 HDWR BNDL MEDIA  |
| Daycom Systems                 | 1   |                    | AE SVCS 3.1 RFA ENABLE   |
| Daycom Systems                 | 700 |                    | AE SVCS 3.1 BASIC TSAPI RTU 501-1000   |
| Daycom Systems                 | 2   |                    | VAL CP TN2501AP RHS  |
| Daycom Systems                 | 4   |                    | IPS12 CP TN2312BP RHS  |
| Daycom Systems                 | 8   |                    | C-LAN INTF CIRCUIT PACK TN799DP RHS  |
| Daycom Systems                 | 4   |                    | IP MEDIA RESOURCE CP TN2802AP RHS  |
| Daycom Systems                 | 1   |                    | HW DUP S8720 MEDIA SRVR RHS  |
| Daycom Systems                 | 1   |                    | S8720 MEDIA SRVRS RHS  |
| Daycom Systems                 | 30  |                    | INTEGRATED CSU RHS   |
| Daycom Systems                 | 2   |                    | COMPACT FLASH READER W/FLSHCRD RHS   |
| Daycom Systems                 | 1   |                    | S8500C MEDIA SERVER RHS  |
| Daycom Systems                 | 9   |                    | PWR CORD USA   |
| Daycom Systems                 | 4   |                    | CABLE GREEN 5 METER  |
| Daycom Systems                 | 4   |                    | CABLE GREEN 25 METER   |
| Daycom Systems                 | 30  |                    | CP TN484HP DS1 INTFC   |
| Daycom Systems                 | 530 |                    | IP PHONE 4616SW GRAY RHS   |
| Daycom Systems                 | 1   |                    | ENTERPRISE WINDOWS CD AND DOC  |
| Daycom Systems                 | 1   |                    | FACILITY TEST CP TN771DP RHS   |
| Daycom Systems                 | 8   |                    | BUS TERMINATOR CP AHF110 RHS   |
| Daycom Systems                 | 2   |                    | 24PT ANALOG LINE CP TN793CP RHS  |
| Daycom Systems                 | 5   |                    | G850 MEDIA GATEWAY RHS   |
| Daycom Systems                 | 30  |                    | 120A CSU CABLE 50FT RHS  |
| Daycom Systems                 | 1   |                    | G800/G850 TDM LAN CABLE KIT RHS  |
| Daycom Systems                 | 3   |                    | USB MODEM V.92 56K RHS   |
| Daycom Systems                 | 1   |                    | COMPACT FLASHCARD 128MB RHS  |

SL  
RM

|   |      |  |
|---|------|--|
| Daycom Systems  | 2    | CM3.1.2 LINUX UNITY SFTW CD NEW SYS  |
| Daycom Systems  | 1    | CM3 US DOCUMENTATION   |
| Daycom Systems  | 1    | CMS MODEL  |
| Daycom Systems  | 1    | CMS MDM FOR TRBLESHTG AND ALRM ORIG  |
| Daycom Systems  | 700  | CMS NEW PER AGT LIC 501-1000   |
| Daycom Systems  | 30   | CMS PER SUPV LIC NEW OR ADD 28-50  |
| Daycom Systems  | 1    | CMS R13 STD SFTW PKG   |
| Daycom Systems  | 1    | CMS NEW NETRA210/SB150 TRACKING  |
| Daycom Systems  | 1    | CMS ADDL HDWR FOR NETRA PLTFRM   |
| Daycom Systems  | 1    | CMS R13 HDWR PLTFRM NETRA 210  |
| Daycom Systems  | 1    | INT LX MODEL   |
| Daycom Systems  | 1    | IALX MN MODEM SERIAL   |
| Daycom Systems  | 1    | IALX DOC BUNDL R1.1  |
| Daycom Systems  | 1    | AM MONITOR FLT PNL US W/PWR CRD RHS  |
| Daycom Systems  | 1    | AM KEYBOARD US TYPE WITH MOUSE RHS   |
| Daycom Systems  | 1    | IALX FACTORY ASSY  |
| Daycom Systems  | 1    | IALX FAC ASSY OPT  |
| Daycom Systems  | 1    | IALX 100 SEATS X 4PT BNDL LIC:NU,CU  |
| Daycom Systems  | 1    | AM SRVR PWR CRD LIST 405   |
| Daycom Systems  | 1    | IALX SRVR OFFER CODE SFTW  |
| Daycom Systems  | 1    | AM S3210R SERVER RHS   |
| Daycom Systems  | 1    | AM 4PT ANLG CARD TYPE A US KIT RHS   |
| Daycom Systems  | 500  | H251N Head sets & HIG Adaptor  |
| <b>SECTION TWO: Description &amp; Pricing of Services and/or Installation to be performed</b> |      |  |
| Daycom Systems  |      | See PSOW: Installation, Programming, & Training.   |
| Daycom Systems  |      | Avaya Professional Services-AES Implementation; Material Code 190230.  |
| Daycom Systems  |      | Avaya Professional Services-2cd Link Administration.   |
| Daycom Systems  |      | Avaya Professional Services-RFA Support; Material code 184532.   |
| Daycom Systems  |      | AES server Install   |
| Daycom Systems  |      | CMS:   |
| Daycom Systems  |      | Avaya CMS Provisioning; Material Code 185172.  |
| Daycom Systems  |      | Avaya Professional Services-IEX Historical Interface NEW install; Material Code 185285.  |
| Daycom Systems  |      | Avaya Professional Services-IEX Real Time Interface New Install; Material Code 185282.   |
| Daycom Systems  |      | 1. ACD 250 Agent Build Out:  |
| Daycom Systems  |      | CMS 250 Agent Implementation:  |
| Daycom Systems  |      | ACD/CMS Agent and Supervisor Trainings:  |
| <b>Recording System:</b>  |      |  |
| Wygant Systems  | 500  | Wygant Encore Digital Recording System with integration for Avaya IP phones  |
| <b>Cabling:</b>   |      |  |
| Leasor Selected   | 2200 | Leasor to provide all cable (voice/data) drops identified with ACT/City of San Luis on 2/1. Includes all patch panels and equipment necessary to terminate cabling drops.  |
| <b>Facility Requirements:</b>   |      |  |
| <b>Generator and UPS:</b>   |      |  |
| Leasor Selected   | 1    | Generator power System with Automatic Transfer Switch to power all electronics, HVAC, and adequate lighting.   |
| Leasor Selected   | 1    | Uninterruptible Power Supply's (UPS) must be provided for all server rooms, wiring closets, and PC's. The UPS systems must have enough battery back-up to power equipment until generator engages in the event of a power loss |
| Leasor Selected   | n/a  | Generator and HVAC systems must be secured by a 6 foot fence that can be locked (unless roof mounted).   |
| <b>Security &amp; Fire Alarm Systems:</b>   |      |  |
| Leasor Selected   | n/a  | Security System - system must have programmed badge access to enter/exit each door and the ability to create zones to limit access to certain areas i.e. server room.  |
| Leasor Selected   | n/a  | Fire Alarm System - system must provide fire alert capabilities for the entire facility with integration to Dry Fire Suppression System in the server room   |
| Leasor Selected   | n/a  | Dry Fire Suppression System - Server Room must have dry fire suppression system (FM200), which requires sealed room.   |
| Leasor Selected   | n/a  | Burgular Alarm System - system to secure building when closed, which includes ability to notify local authorities.   |
| <b>Server Room Requirements:</b>  |      |  |
| Leasor Selected   | n/a  | Server Room must have a 12" raised floor with ramp access  |
| Leasor Selected   | 1    | Server Room must have dedicated AC unit to maintain approximately 68 degrees   |
| <b>Executive Office Furniture:</b>  |      |  |
| Leasor Selected   | 2    | Directors Office - 2 U shaped desk with file drawers and hutch and chair   |
| Leasor Selected   | 1    | VP Office - 1 U shaped desk with file drawers and hutch and chair  |
| <b>Call Floor Furniture:</b>  |      |  |
| Leasor Selected   | 524  | Calling Floor - 524 Cubicles with keyboard trays and chairs - includes 24 supervisor stations  |
| <b>Training Room(s) Furniture:</b>  |      |  |
| Leasor Selected   | 80   | Hon 81000 Series pr 4 Training Rooms - Each room set up for Seating for 40 (20 - 6 foot tables and 40 chairs for a total of 80 tables and 160 chairs)  |
| <b>Quality Room Furniture:</b>  |      |  |
| Leasor Selected   | 20   | Quality Room - Cubicles with keyboard trays and chairs   |
| <b>Other Offices/Guest Offices:</b>   |      |  |
| Leasor Selected   | 8    | Other Offices/Guest Offices - 8 Regular desk with file drawers and chairs  |
| Leasor Selected   | 27   | Chairs for visitors in offices.  |
| <b>IT Office:</b>   |      |  |
| Leasor Selected   | 2    | IT Office - Large cubicles that can hold 3 PC's/Monitors each with file drawers and chairs   |
| <b>HR Office:</b>   |      |  |
| Leasor Selected   | 1    | HR Office - 1 large L shaped desk with file drawers and chair  |
| <b>Interview Offices:</b>   |      |  |
| Leasor Selected   | 3    | Interview Offices - 3 Regular desk with file drawers and chairs  |

SL-  
FM

|                                   |    |  |
|-----------------------------------|----|--|
| <b>Receptionist Station:</b>      |    |  |
| Leasor Selected                   | 1  | Reception Station/Welcome counter - furniture requires ACT approval  |
| <b>Waiting Room Furniture:</b>    |    |  |
| Leasor Selected                   | 28 | 28 Stackable Chairs  |
| <b>Conference Room Furniture:</b> |    |  |
| Leasor Selected                   | 1  | Large Conference Room - large Table with 24 chairs   |
| Leasor Selected                   | 2  | 2 Small Conference Rooms - Large Tables with 12 chairs in each conference room                             |
| <b>Break Room Furniture:</b>      |    |  |
| Leasor Selected                   | 1  | Break Room - Enough Seating for at least 100+ Round or Square Tables                                       |
| Leasor Selected                   | 2  | Break Room - 2 Large Refrigerators (We should be able to get the Vending Machine Company to Provide these) |
| Leasor Selected                   | 8  | Break Room - 6 Microwave Ovens (We should be able to get the Vending Machine Company to Provide these)     |

**EXHIBIT "H"**

**BASE BUILDING IMPROVEMENTS**

The following is a list of building improvements to be furnished by landlord. What is to be supplied must either be what is described or the substantial equivalent. The parties may agree to substitutions.

**Facilities renovation and flooring**

Demolition and construction per floor plan, new walls finished with mud/tape and texture, use current grid in call center area with tiles, install new grid and tiles in office, break rooms, bathrooms, offices, conference rooms. All walls to be insulated, new high grade carpet and flooring throughout entire complex. Removal of demolished materials included.

Renovations based upon preliminary information provided – working space for up to 500 agents, 3 conference rooms, 2 training rooms each capable of housing 40 agents, 7 offices, adequate size lunch/recreation room, self enclosed IT room, rest rooms built to code specifications based on the employee numbers. The structure will be divided into two major bays each capable of housing 250 cubicles, plus management work areas.

**Architectural Services**

Includes design concept for front and rear entries, all building blue prints, building code design, complete certified building plans. Also includes interior design and concept work with ACT.

**HVAC & Plumbing Included in project estimate:**

**Mechanical Engineering:**

Units totaling (200) tons of air conditioning

Liebert computer room a/c unit to serve the "Server Room"

1

Tie on to existing water entering building and tie on to existing sewer between manholes outside building

**Restroom facilities – facilities to accommodate up to 800 people.**

**Exhibit I**

**Prepared by and  
After recording return to:**

**SUBORDINATION, NONDISTURBANCE AND  
ATTORNMENT AGREEMENT**

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2007 (the "Effective Date"), between \_\_\_\_\_, a [national banking association], whose address is \_\_\_\_\_ ("Mortgagee"), and ADVANCED CALL CENTER TECHNOLOGIES, LLC, a Georgia limited liability company, whose address is 1235 Westlakes Drive, Suite 160, Berwyn, Pennsylvania 19312 ("Tenant"), with reference to the following facts:

- A. The Industrial Development Authority of San Luis, whose address is \_\_\_\_\_, San Luis, Arizona ("Landlord"), owns the real property located at 580 North San Luis Street, San Luis, Arizona (collectively, such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises"), as more particularly described in **Schedule A**.
- B. Mortgagee has made a loan to Landlord in the original principal amount of \$\_\_\_\_\_ (the "Loan").
- C. To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain Mortgage and Security Agreement dated \_\_\_\_\_, 2007, for the benefit of Mortgagee (as amended, restated, or otherwise changed from time to time, the "Mortgage") to be recorded in the land records of Yuma County, Arizona (the "Land Records").
- D. Pursuant to a Lease Agreement, dated as of February \_\_, 2007 (as amended from time to time, the "Lease"), Landlord demised to Tenant 40,000 square feet of office space in Landlord's Premises ("Tenant's Premises").
- E. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.
- NOW, THEREFORE**, for good and sufficient consideration, Tenant and Mortgagee agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

1.1 Foreclosure Event. A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.2 Former Landlord. A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 Rent. The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.4 Successor Landlord. A "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.5 Termination Right. A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. Subordination. The Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, and the lien imposed by the Mortgage.

3. Nondisturbance, Recognition and Attornment.

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

3.2 Nondisturbance and Attornment. If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises, and pursuant to Article XIX of the Lease: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease; (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms, between Successor Landlord and Tenant.

3.3 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty days before the date such Rent was first due and payable under the Lease with respect

to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.2 Modification, Amendment, or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without the written consent of Mortgagee.

4.3 Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the terms of the Lease.

5. Confirmation of Facts. Tenant represents to Mortgagee and to any Successor Landlord, in each case as of the Effective Date:

5.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease. To its knowledge, no unfulfilled conditions exist to Tenant's obligations under the Lease.

5.2 Rent. Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

5.3 No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

5.4 No Tenant Default. Tenant has not received from Landlord any uncured notice of any default by Tenant under the Lease, and Tenant to the best of its knowledge, Tenant is not in default under the Lease.

5.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease. To the best of its knowledge, Tenant has no presently exercisable Termination Right(s).

5.6 Commencement Date. The "Commencement Date" of the Lease was \_\_\_\_\_, 2007.

5.7 Acceptance. Except as set forth in Schedule B (if any) attached to this Agreement, Tenant has accepted possession of Tenant's Premises.

5.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein, other than sublease(s) made in compliance with the Lease.

5.9 Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

6. Miscellaneous.

6.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this paragraph. Notices shall be effective the next business day after being sent by overnight courier service, and five business days after being sent by certified mail (return receipt requested).

6.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

6.3 Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

6.4 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of Arizona, excluding its principles of conflict of laws.

6.5 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

6.6 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.7 Mortgagee's Representation. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

[remainder of page left intentionally blank – signature page to follow]

IN WITNESS WHEREOF, this Agreement has been duly executed and sealed by Mortgagee and Tenant as of the Effective Date.

**MORTGAGEE**

\_\_\_\_\_,  
a [national banking association]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT**

ADVANCED CALL CENTER TECHNOLOGIES, LLC,  
a Georgia limited liability company,

By: \_\_\_\_\_  
\_\_\_\_\_  
(Vice) President

STATE OF \_\_\_\_\_

:  
:  
:

SS

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public in and for the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a **[national banking association]**, and that he/she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself/herself as such officer.

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

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

⋮  
⋮  
⋮

SS

COUNTY OF \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, a Notary Public in and for the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ who acknowledged himself to be the (Vice) President of Advanced Call Technologies, LLC, a Georgia limited liability company, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

\_\_\_\_\_  
Notary Public