
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 6, 2006

QUANTUM CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

1-13449
(Commission File Number)

94-2665054
(IRS Employer Identification No.)

1650 Technology Drive, Suite 800, San Jose, CA
(Address of principal executive offices)

95110
(Zip Code)

408-944-4000
(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. Entry into a Material Definitive Agreement

On February 6, 2006, Quantum Corporation ("the Company") terminated its existing synthetic lease agreement with SELCO Service Corporation ("SELCO") for its Pikes Peak Corporate Center, located at 10125, 10205 and 10285 Federal Drive, Colorado Springs, Colorado (the "Colorado Facility"), arranged for a sale of the Colorado Facility to CS/Federal Drive LLC, a Delaware limited liability company (together with its subsidiaries, "CS"), and restructured its interest in the facility as a triple net operating lease.

Under the terms of the transaction documents, the Colorado Facility was sold to CS for a total sales price of approximately \$54.25 million, of which the Company received approximately \$2.6 million, with the remainder paid to SELCO in consideration of its synthetic leasehold interest in the property and covering costs associated with the transaction. In connection with the sale, the Company leased the three buildings located at the Colorado Facility from CS pursuant to three triple net leases with terms of 5, 7 and 15 years. The leases require the Company to pay base monthly rent over their terms in the aggregate amount of approximately \$50 million.

In addition to base rent, the transaction documents also require the Company to reimburse CS for the taxes, insurance, maintenance, repair and other costs incurred by CS with respect to the Colorado Facility.

The foregoing description of the agreements does not purport to be complete and is qualified in its entirety by the terms and conditions of the documents, which are filed as exhibits to this Form 8-K.

ITEM 2.03. Creation of a Direct Financial Obligation or Obligation under Off Balance Sheet arrangement

The disclosure provided in Item 1.01 "Entry into a Material Definitive Agreement" is incorporated by reference into this Item 2.03 as if fully set forth herein.

ITEM 9.01 Financial Statements and Exhibits.

(c) Exhibits.

- Exhibit 10.1** Agreement for Purchase and Sale of Real Property, dated as November 18, 2005, among Registrant, SELCO Service Corporation and CS/Federal Drive LLC, as amended by Amendments 1 through 6
- Exhibit 10.2** Lease Agreement, dated February 6, 2006, between Registrant and CS/Federal Drive AB LLC (for Building A)
- Exhibit 10.3** Lease Agreement, dated February 6, 2006, between Registrant and CS/Federal Drive AB LLC (for Building B)
- Exhibit 10.4** Lease Agreement, dated February 6, 2006, between Registrant and CS/Federal Drive C LLC (for Building C)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

QUANTUM CORPORATION
By: /s/ SHAWN HALL

Shawn Hall
Vice President, General Counsel and Secretary

Dated: February 10, 2006

EXHIBIT INDEX

- | <u>Exhibit</u> | <u>Description</u> |
|-----------------------|--|
| 10.1 | Agreement for Purchase and Sale of Real Property, dated as November 18, 2005, among Registrant, SELCO Service Corporation and CS/Federal Drive LLC, as amended by Amendments 1 through 6 |
| 10.2 | Lease Agreement, dated February 6, 2006, between Registrant and CS/Federal Drive AB LLC (for Building A) |
| 10.3 | Lease Agreement, dated February 6, 2006, between Registrant and CS/Federal Drive AB LLC (for Building B) |
| 10.4 | Lease Agreement, dated February 6, 2006, between Registrant and CS/Federal Drive C LLC (for Building C) |
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AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

BY AND BETWEEN

**SELCO Service Corporation,
an Ohio corporation**

as “Seller”

**Cushman & Wakefield Net Lease Trust, Inc.,
a Maryland corporation**

As “Buyer”

And

**Quantum Corporation,
a Delaware corporation**

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EXHIBITS

- A. Property Description
- B-1 Special Warranty Deed
- B-2 Bill of Sale
- C. Estoppel and Attornment Agreement
- D. Assignment and Assumption of Lease, Contracts and Intangible Property
- E. Title Report
- F. Term Sheet for Quantum Space Leases

SCHEDULES

- 1. List of Specific Due Diligence Deliverables

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY is dated and to be effective as of November 18, 2005 (the "Effective Date"), and is made by and among SELCO Service Corporation, an Ohio corporation ("Seller"), Cushman & Wakefield Net Lease Trust, Inc., a Maryland corporation ("Buyer"), and Quantum Corporation, a Delaware corporation ("Quantum").

1. Defined Terms. For purposes of this Agreement the following terms shall have the following meanings:

A. Broker is defined in Section 13.

B. Business Day means a day that the recorder of El Paso County, Colorado will accept documents for recording in the Official Records and that federally chartered banks are open for business in San Francisco, California and New York, New York.

C. Close of Escrow means the date upon which all documents to be recorded to consummate the transactions described in this Agreement are, in fact, placed of record in the Official Records and the Quantum Space Leases are executed and delivered by Buyer and Quantum.

D. Conditions to Buyer's Obligations are defined in Section 8.A.

E. Conditions to Quantum's Obligations are defined in Section 8.C.

F. Conditions to Seller's Obligations are defined in Section 8.B.

G. Deposits are defined in Section 4.

H. Due Diligence Date means the date which is the thirtieth (30th) day following the Effective Date.

I. Due Diligence Period is the period commencing as of the Effective Date and through and including the Due Diligence Date.

J. Escrow Holder is Lawyers Title Insurance Corporation, 150 Federal Street, Boston, Massachusetts 02110, Attn: Robert Capozzi (Fax: 617-619-4849).

K. Estoppel and Attornment Agreement means an estoppel and attornment agreement in the form attached hereto as Exhibit C.

L. Existing Space Lease means that certain Sublease Agreement between Quantum, as lessor, and Lockheed Martin Corporation ("Lockheed"), as lessee, dated as of August 25, 2004, affecting approximately 70,000 square feet of Building C, a true and complete copy of which is attached as Exhibit A to Exhibit C of this Agreement.

M. Existing Synthetic Lease means that certain Lease Supplement and Memorandum of Master Lease, Deed of Trust, Security Agreement and Fixture Filing, dated as of December 17, 2002, between Quantum and Seller, issued pursuant to the Master Lease, Deed of

Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of December 17, 2002, between Quantum and Seller, both relating to the Property, together with the Participation Agreement and other documents entered into by Quantum, Seller and their affiliates in connection therewith, as the same have been amended from time to time, which agreements will be terminated at Quantum's expense as of the Close of Escrow.

N. Hazardous Substance(s) is any substance, which has been designated by any municipal, state or federal governmental authority or any law, rule, regulation, statute, code, decree, order or ordinance to be radioactive, toxic, hazardous or otherwise a danger to health or the environment, (including, without limitation, any material or substance which is (i) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conversation and Recovery Act, 42 U.S.C. 6901 et seq., or (ii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., or (ii) any asbestos, radon, petroleum derivatives, and radioactive and bio-hazardous waste materials).

O. Official Records are the Official Records of the County Recorder of El Paso County, Colorado.

P. Permitted Exceptions are the Existing Space Lease, the Quantum Space Leases, and those exceptions to title to the Property which are otherwise approved or deemed approved by Buyer in accordance with this Agreement, and shall specifically exclude the Existing Synthetic Lease.

Q. Property consists of the following:

(i) Fee simple title to the parcels of land more particularly described in attached Exhibit A (the "Land");

(ii) Fee simple title to the buildings and structures located on the Land, consisting of approximately 406,000 square feet of space,

located at 10125 (“Building A”), 10205 (“Building B”), and 10285 (“Building C”) Federal Drive, Colorado Springs, Colorado (collectively the “Improvements”);

(iii) The landscaping, paving, fixtures, facilities, building operating systems, and building equipment located in or about the Improvements or the Land (the “Building Equipment”), together with all furniture, equipment, machinery, inventories, supplies, signs and other tangible personal property, if any, owned by Seller and installed, located or situated on or used in connection with the operation of the Improvements or the Land, subject to depletions, replacements and additions in the ordinary course of business; provided, however, that, except as otherwise provided in this Agreement, the “Property” or the “Building Equipment” shall not include (and the Buyer shall not acquire by this Agreement) any interest in any furniture, trade fixtures or personal property of Quantum or Lockheed;

(iv) All agreements, easements, rights of way, rights of ingress or egress, privileges, permits, appurtenances, tenements, hereditaments, mineral rights, water rights, and other rights and benefits belonging or pertaining to the Land or the Improvements;

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(v) All of Seller’s and Quantum’s right, title and interest in (I) all intangible assets, rights, interests and privileges relating to the Land and Improvements or used in connection with the Land and Improvements, including all of Seller’s and Quantum’s right, title and interest in all (a) warranties, guaranties and sureties relating to the Land and Improvements, (b) licenses, permits, authorizations, certificates of occupancy, development rights, entitlements and approvals relating to the Land and Improvements, (c) names, logos, trademarks, tradenames, symbols and promotional materials relating to the Land and Improvements, and (d) all plans, specifications, drawings, surveys, architectural and engineering data, and building studies relating to the Land and Improvements, and (II) contract rights relating to the Property; provided, however, that to the extent that Quantum will continue to directly contract with service providers and vendors from and after Closing in order to fulfill Quantum’s triple net lease obligations under the Quantum Space Leases, such contract rights of Quantum will not be assigned to Buyer at Closing; and

(vi) Seller’s and Quantum’s interest in and to the Existing Space Lease.

R. Property Matters means any matter concerning or relating to the Property, including but not limited to, (i) any matter described in any document delivered by Quantum to Buyer pursuant to Section 6, (ii) the physical and environmental condition of the Property, including, without limitation, the size and condition of the Improvements, the topography, climate, water rights, utilities, soil, subsoil, drainage, access to public roads, proposed routes of roads or extensions thereof, compliance of the property with any and all land use, environmental, or other laws, rules, regulations, ordinances, underwriter’s requirements, covenants, conditions, and restrictions to which the Property may be subject, any latent or patent defect in the Property, the condition of the soil, and the presence or absence of any Hazardous Substances in, on or about the Property or the soil, groundwater, surface water, air, or building materials thereof, (iii) the financial aspects of the Property, including, without limitation, the feasibility, convertibility, desirability and suitability of the Property for Buyer’s intended use and purposes, and the value and development potential of the Property, (iv) the legal aspects of the Property, including, without limitation, the Property’s compliance or non-compliance with all statutes, ordinances, codes, regulations, decrees, orders and laws applicable to the Property, (v) the leasing of the Property, including without limitation the Existing Space Lease, any Estoppel and Attornment Agreement or other notice or statement by the tenant thereunder (but excluding the Quantum Space Leases), (vi) the title to the Property and any exception or encumbrance thereon (other than the Existing Synthetic Lease, deed of trust, mortgages, and liens that the Seller and/or Quantum that are or are required to be removed from title at the Close of Escrow under the terms of the Agreement), (vii) the availability and terms of any contracts required for the operation, maintenance, cleaning, or services for the Property, (viii) the existence or non-existence of any governmental or quasi-governmental entitlements, if any, affecting the Property, (ix) any dimensions or specifications of the Property or any part thereof, (x) the zoning, building and land use restrictions applicable to the Property or any portion thereof, and (xi) all other matters which now affect the Property; provided, however, that notwithstanding anything to the contrary in this definition or in the Agreement, “Property Matters” shall exclude, and shall not in any manner whatsoever limit, qualify, modify or nullify, any representations, warranties, covenants or indemnities of Seller and/or Quantum in this Agreement or any other document executed and delivered by Seller and/or Quantum in connection with the transactions set forth in this Agreement (including, without limitation, the Quantum Space Leases).

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S. Purchase Price is Fifty-Five Million United States Dollars (\$55,000,000).

T. Quantum Space Leases are the lease(s) to be negotiated by Buyer and Quantum during the Due Diligence Period for a portion of the Property on terms acceptable to Buyer and Quantum and in accordance with Exhibit F.

U. Required Closing Date is December 21, 2005, or such earlier or later date as may be agreed by the parties.

V. Survey means the most current ALTA/ACSM survey of the Property in Quantum’s possession or control, a true and complete copy of which has been or will be delivered to Buyer.

W. Title Insurer is Lawyers Title Insurance Corporation.

X. Title Report is that certain title commitment/report attached hereto as Exhibit E.

Y. Title Review Period is the period commencing as of the Effective Date and continuing through and including the Due Diligence Date.

2. **Agreement to Convey.** Seller and Quantum each agree to convey and assign the Property to Buyer, upon the terms and subject to the conditions contained in this Agreement.

3. **Termination of Synthetic Lease.** In consideration of the Buyer's purchase of the Property upon the Close of Escrow in accordance with the terms of this Agreement, Quantum will deliver termination documents consistent with the Existing Synthetic Lease, and the Existing Synthetic Lease (and Quantum and Seller's respective rights in the Property thereunder) will terminate and be of no further force and effect upon the Close of Escrow and receipt by them of their respective shares of the Purchase Price as provided in Section 5, below; provided however, that (i) the provisions of the Existing Synthetic Lease which by their terms are intended to survive its termination and Quantum's duty to discharge the "Asset Termination Value" thereunder shall continue to be binding solely upon Quantum and Seller (and not upon the Property or Buyer) on and after the Close of Escrow to the extent set forth in the Existing Synthetic Lease, and (ii) in no event shall Buyer have any obligation or liabilities with respect to or arising under the Existing Synthetic Lease.

4. **Earnest Money Deposits.**

A. **Amount.** On or before three (3) Business Days following the Effective Date, Buyer shall cause Five Hundred Thousand Dollars (\$500,000) ("Deposit #1") in immediately available funds to be delivered to the Escrow Holder. Unless this Agreement is terminated by Buyer on or before the Due Diligence Date, then within two (2) Business Days after the Due Diligence Date, Buyer shall cause an additional Five Hundred Thousand Dollars (\$500,000) ("Deposit #2") in immediately available funds to be delivered to the Escrow Holder. The "Deposits" shall refer to the sum of the Deposit #1 and Deposit #2 as each of said amounts is received by Escrow Holder. The failure of Buyer to timely deliver Deposit #1 or Deposit #2 to the Escrow Holder shall entitle Quantum, at Quantum's sole option, to terminate this Agreement immediately by giving written

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notice of such termination to Buyer, Seller, and the Escrow Holder, whereupon the Deposits (if any) shall be refunded to Buyer.

B. **Interest on Deposit.** The Deposits shall be held by the Escrow Holder as earnest money deposits towards the Purchase Price in a federally insured (up to the first \$100,000 in amount), interest bearing account or other investment suitable for daily investment reasonably acceptable to Quantum and Buyer (and in any event with any risk of loss for the account of Buyer) and with any interest accruing thereon to be added to the Deposits. The term "Deposits" shall include any and all interest then accrued.

C. **Disposition of Deposits** The Deposits shall be disbursed by the Escrow Holder as follows:

- (i) If Buyer terminates this Agreement on or before the Due Diligence Date, the Deposits shall be returned to Buyer.
- (ii) If the Close of Escrow occurs in accordance with this Agreement, the Deposits shall be credited against the Purchase Price payable by Buyer upon Close of Escrow.
- (iii) In all other cases the Deposits shall be delivered to the party entitled to the Deposits pursuant to the terms of this Agreement.

5. **Purchase Price.** The Purchase Price for the Property shall be paid by Buyer in immediately available funds at the Close of Escrow in accordance with the following:

A. Buyer shall pay to Seller at the Close of Escrow that portion of the Purchase Price equal to the Adjusted Lease Balance and other amounts owed to Seller, if any, under the Existing Synthetic Lease; and

B. The remainder of the Purchase Price shall be paid to Quantum in consideration of its agreement to terminate its rights under the Existing Synthetic Lease.

Seller and Quantum shall notify Buyer in writing of such allocation of the Purchase Price between Seller and Quantum at least three (3) Business Days prior to the Close of Escrow, and Quantum shall indemnify and hold Buyer harmless from any loss, liability, cost or damage incurred by Buyer arising from such allocation by Seller and Quantum or Buyer's payment in accordance therewith.

6. **Due Diligence.**

A. **Available Information.** Within one (1) Business Day following the Effective Date, each of Quantum and Seller shall (i) deliver true and complete copies of the documents and materials in Seller's and/or Quantum's or its respective property manager's possession or control set forth on Schedule I attached hereto to Buyer and (ii) make available to Buyer, for Buyer's inspection at the Property, all of the other documents and materials in Seller's and/or Quantum's or its respective property manager's possession or control relating to the ownership, operation, construction, permitting, leasing, management, use or occupancy of the Property, or any portion of the Property, including, without limitation, environmental, property condition, engineering and

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structural reports, appraisals, title insurance policies, surveys, insurance certificates, licenses, permits, certificates of use and occupancy, leases, construction contracts, maintenance and service contracts, guaranties, warranties, building plans and specifications, property and lease correspondence, real estate tax bills, operating reports, and any other due diligence materials reasonably requested by Buyer. Except as set forth in this Agreement (including, without limitation, Seller's and Quantum's representations and warranties set forth in Section 7 hereof),

Seller and Quantum have not undertaken any independent investigation as to the accuracy of the documents and materials to be delivered. Notwithstanding the foregoing, Seller and Quantum shall have no obligation to furnish, or otherwise make available to Buyer, any of the following documents: (i) any internally or externally prepared reports or analysis concerning the valuation or economic performance of the Property (excluding operating reports, rent rolls, real estate tax bills and the like); (ii) any information concerning any other potential purchaser of the Property; (iii) any federal or state income tax returns; (iv) any documents, instruments or agreements evidencing, securing or relating to the Existing Synthetic Lease (excluding matters listed in the Title Report or otherwise of record, and excluding any Leasehold Deed of Trust which the Seller's affiliate requests that Quantum enter into in connection with the Quantum Space Leases); or (v) any information or documentation that is privileged or otherwise legally protected from disclosure under applicable law.

B. Title Review & Approval. Buyer acknowledges receipt of the Title Report. During the Title Review Period, Buyer shall be entitled to obtain at its cost such additional title reports and surveys as Buyer may determine to be required. Buyer shall notify Quantum and Seller in writing (the "Title Notice") prior to the expiration of the Title Review Period of any exceptions to title whether or not shown on the Title Report or Survey that Buyer will not accept at the Close of Escrow. If Buyer fails to notify Quantum and Seller in writing of its disapproval of any such exceptions to title or survey by the expiration of the Title Review Period, Buyer shall be deemed to have approved the condition of title to the Property as of the date of the Title Report and all such exceptions to title set forth in the Title Report not objected to shall be deemed "Permitted Exceptions". If Buyer timely notifies Quantum and Seller in writing that Buyer objects to any exception to title or survey whether or not shown on the Title Report or Survey, Quantum and Seller shall have seven (7) calendar days after receipt of the Title Notice to notify Buyer either that (a) Quantum or Seller will remove such objectionable exceptions from title on or before the Close of Escrow (provided that such party may extend the Required Closing Date for such period as shall be required to effect such cure, but not more than fifteen (15) Business Days); or (b) no action will be taken by either Quantum or Seller to remove such exception. Neither Quantum nor Seller shall have any obligation to remove any title exceptions to which Buyer objects, other than the Existing Synthetic Lease and the documents between Seller, Quantum and their affiliates relating thereto which Quantum shall remove at its sole expense, and except as provided below in this Section 6.B. Notwithstanding anything to the contrary herein, Quantum (with the cooperation of Seller) shall remove, at Quantum's sole cost and expense, on or prior to the Close of Escrow, (i) any mortgages, deeds of trust, mechanic's liens and judgment liens affecting the Property (regardless of amount); (ii) any exceptions to title or survey recorded or first arising after the date of the Title Report (regardless of amount) and (iii) the lien of the Colorado Department of Labor and Employment in the amount of \$63,379.86 recorded with the Official Records on October 8, 2002. In addition, Quantum (with the cooperation of Seller) agrees to use reasonable efforts to cure non-monetary liens and title objections, but need not spend more than \$500,000 in the aggregate in connection with such efforts. If, despite the exercise of reasonable efforts, Quantum (with the cooperation of Seller) is unable to cure any such non-monetary lien or title exception to the satisfaction of Buyer, Buyer shall have the

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right to terminate this Agreement and receive a prompt refund of the Deposits. If Buyer timely objects to a title exception and neither Quantum nor Seller notifies Buyer that the title exception will be removed within such seven (7) day period as aforesaid on or before the Close of Escrow as permitted by subpart (a) above, then Buyer shall have the right to either notify Quantum whether it rescinds its objection to the title exception or to terminate this Agreement consistent with the terms herein and receive a prompt refund of the Deposits or require Quantum (with the cooperation of Seller) to remove exceptions to the extent required by this Section 6.B. Any exception to title discovered by Buyer after the Title Review Period shall not be deemed a "Permitted Exception". At any time prior to the Close of Escrow, Buyer, at its cost, may obtain a Commitment or Binder for title insurance. Buyer acknowledges that Seller has informed Buyer that, under Quantum's existing credit facility with an affiliate of Seller, Quantum is required to execute a Leasehold Deed of Trust in favor of Seller's affiliate in connection with the Quantum Space Leases; provided, however, that Buyer shall have the right to approve such Leasehold Deed of Trust. Buyer will review the form of Leasehold Deed of Trust requested by Seller's affiliate and provide any comments thereon prior to the Close of Escrow. Seller and Quantum acknowledge that, without limiting Buyer's rights to further comment on and approve such Leasehold Deed of Trust, any Leasehold Deed of Trust shall not encumber the Property or any interest therein conveyed pursuant to this Agreement and shall be made expressly subject and subordinate to any financing by Buyer of the Property.

C. Inspection: Right of Entry. Buyer and Buyer's agents, contractors, engineers, consultants, employees and other representatives (collectively, "Buyer's Representatives") shall have the right, from and after the Effective Date and subject to the terms and conditions of this Section 6.C, to enter the Property to inspect the same upon reasonable notice to Quantum and in accordance with Quantum's reasonable rules and regulations for such entry, provided that Buyer does not unreasonably disturb any business of Lockheed and provided that Quantum shall be afforded the opportunity to participate in and observe such visitations. Buyer shall keep the Property free and clear of any mechanics' liens, materialmen's liens or claims arising out of any of Buyer's activities or those of Buyer's Representatives on or with respect to the Property. All entry, inspections and examinations of the Property by Buyer or Buyer's Representatives shall be at Buyer's sole cost and expense, shall be done in a workmanlike manner and in accordance with all applicable codes, statutes, ordinances, rules, regulations and laws. Buyer shall have the right to meet with and contact Lockheed; provided, however, that Buyer agrees not to specifically disclose to Lockheed the status of Quantum's reimbursement of tenant improvement amounts under the Existing Space Lease; provided, however, that Buyer shall have no liability if Quantum first discloses such status to Lockheed or if Lockheed discovers such status in the course of its review of the Estoppel and Attornment Agreement, its evaluation of its right of first refusal to lease the remainder of Building C or otherwise. After each entry onto any portion of the Property, Buyer, at its sole cost and expense shall repair (which shall include replacement where necessary) any damage to the Property arising from such entry. In connection with any inspections of the Property, Buyer's Representatives will carry liability insurance adequate in Seller's reasonable judgment and, upon the request of Seller, will provide Seller with written evidence of same.

D. Environmental Audit and Intrusive Testing. Buyer shall not perform any test or inspection or carry out any environmental audit or activity at the Property which is likely to damage or does damage the Property in any way or which is physically intrusive into or a physically sampling of the Improvements, soil, or groundwater of the Property without the prior written consent of Quantum and Seller, which shall not

Buyer conduct (or have conducted on its behalf by an environmental auditor) any environmental sampling of the Property without affording Quantum and Seller at least twenty-four (24) hours' prior written notice of the timing of such testing and the opportunity to review and approve the scope and detailed plan for such work, which approval shall not be unreasonably withheld or delayed. Upon request, any samples permitted by Quantum to be taken shall be "split" and Quantum shall be afforded the right to obtain a separate analysis of the sample at Quantum's cost. Prior to performing any environmental inspections or testing of the Property, Buyer shall obtain any required permits and authorizations, and shall pay all applicable fees required by any public body or agency, in connection therewith.

E. Estoppel Certificates. Promptly following the Effective Date (but no sooner than Lockheed's exercise or declination or deemed declination to exercise its right of first refusal to lease the balance of Building C unless otherwise requested by Buyer), Quantum shall deliver the form of Estoppel and Attornment Agreement, in the form attached hereto as Exhibit C (as such form may be modified at the request of Buyer), to Lockheed, as tenant under the Existing Space Lease, and shall use reasonable efforts to obtain such Estoppel and Attornment Agreement duly executed by Lockheed in such form as soon as possible. Quantum shall deliver the tenant's response to Buyer promptly following Quantum's receipt thereof. Buyer shall be deemed to have approved and accepted any Estoppel and Attornment Agreement executed by Lockheed and delivered to Buyer substantially in the form attached hereto as Exhibit C (as such form may be modified at the request of Buyer), without modification or exception. Within five (5) Business Days following receipt by Buyer of an Estoppel and Attornment Agreement executed by the tenant under the Existing Space Lease, Buyer may notify Quantum and Seller in writing of any objection it may have to any modification or exception made by Lockheed in the Estoppel and Attornment Agreement. If Buyer timely notifies Quantum and Seller in writing of Buyer's objection to the Estoppel and Attornment Agreement, then, within five (5) Business Days after receipt of such notice, Quantum may obtain and deliver to Buyer another Estoppel and Attornment Agreement from Lockheed omitting the objectionable modification or exception (and containing no additional modification or exception not previously included in a Estoppel and Attornment Agreement delivered to Buyer), whereupon Buyer's objection shall be deemed withdrawn. The execution and delivery of the Estoppel and Attornment Agreement from Lockheed under the Existing Space Lease shall be a condition precedent to Buyer's obligations to close escrow under this Agreement. If requested by Buyer, Quantum shall deliver, and use reasonable efforts to obtain, a Subordination, Non-Disturbance and Attornment Agreement from Lockheed in the Buyer's lender's then current form, subject to changes consistent with Lockheed's rights under the Existing Space Lease (the "Lockheed SNDA"). In addition, if requested by Buyer, Quantum shall execute and deliver Subordination, Non-Disturbance and Attornment Agreement(s) in favor of Buyer's lender in such lender's then current form, subject to changes consistent with Quantum's rights under the Quantum Space Leases. If requested by Buyer, Quantum shall deliver, and use reasonable efforts to obtain, estoppel certificates and/or certificates of approval in form and substance satisfactory to Buyer from the counterparties or relevant owner's associations or committees evidencing the satisfaction of the payment and performance obligations under the restrictions, covenants, conditions, easements, declarations, joint maintenance and other agreements listed in the Title Report (the "CCR Estoppels"). The execution and delivery of the Lockheed SNDA and the CCR Estoppels, if requested by Buyer, shall be a condition precedent to Buyer's obligations to close escrow under this Agreement.

F. Mechanic's Liens. Buyer shall not permit any mechanics', materialmen's, or other lien against all or any part of the Property to exist as the result of any activity by Buyer or Buyer's Representatives undertaken in connection with the Property. If any such lien shall be filed against the Property or any portion of the Property, Buyer shall cause the lien to be discharged or bonded over within ten (10) Business Days after notice thereof.

G. Return of Seller and Quantum Information. If the Escrow fails to close for any reason (other than Quantum's or Seller's breach of this Agreement), then all copies of documents, statements, schedules, exhibits and other written information delivered by Seller or Quantum to Buyer or Buyer's Representative in connection with this Agreement or the transaction contemplated herein, shall at the option of Quantum, promptly be returned to Quantum.

H. Confidentiality. Seller, Quantum, Buyer and their respective representatives shall hold in strictest confidence all data and information obtained with respect to Seller, Quantum, Buyer, the Property, any tenant of the Property, or other matter relating to any of the foregoing, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that (i) Buyer may disclose such data and information to its lenders, investors and governmental officials and its and their employees, consultants, appraisers, accountants and attorneys; (ii) the foregoing covenant of confidentiality shall not be applicable to any information otherwise available in the public domain; (iii) Buyer shall be permitted to disclose such information as Buyer may be required by law, court order or subpoena to disclose; (iv) Buyer may disclose the information with the written consent of Seller in its reasonable discretion (with respect to Seller's information) and with the written consent of Quantum in its reasonable discretion (with respect to all other information), and (v) following the Close of Escrow, Buyer shall be entitled to use and disclose such information as Buyer deems appropriate in its sole and absolute discretion concerning the Property in connection with its ownership and operation of the Property. Neither Seller nor Quantum shall disclose the terms and conditions of this Agreement, including without limitation, the Purchase Price without the prior written consent of Buyer except to the extent required by law or court order.

I. Survival. The provisions of this Section shall survive any termination of this Agreement.

7. Representations And Warranties.

A. Seller's Representations and Warranties. Seller represents and warrants to Buyer and Quantum as follows as of the date hereof and as of the Close of Escrow:

(i). Authority. Seller is a corporation, duly organized and validly existing in the State of Ohio. Seller has full power, right and authority to enter into and perform this Agreement. The execution and delivery of this Agreement, delivery of money and all required documents, Seller's performance of this Agreement and the transactions contemplated hereby have been duly authorized by the requisite action on the part of Seller. When executed by Seller, this Agreement constitutes the valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally and general equitable principles. Neither the execution and

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delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with or constitute a breach under any agreement or instrument by which Seller or the Property is bound. There is no action, litigation, investigation or proceeding pending or, to Seller's actual knowledge, threatened against Seller or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement. "Seller's actual knowledge" shall refer to the actual, present knowledge of Donald C. Davis, a Vice President of Seller, as of the date of this Agreement without any duty of investigation or inquiry of any kind or nature whatsoever.

(ii). Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the income tax regulations issued thereunder.

(iii). OFAC. Seller (i) is not a person or entity with whom Buyer is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order, rule or regulation of or administered by OFAC or any other government entity (including, but not limited to, the September 23, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the Currency and Foreign Transactions Reporting Act (commonly known as the Bank Secrecy Act) as any of the foregoing has heretofore been amended), or other governmental action, comparable laws, rules, regulations, ordinances, orders, treaties, statutes, or codes promulgated pursuant to any of the foregoing; (ii) is not knowingly engaged in any dealings or transaction or be otherwise associated with such persons or entities described in (i) above; and (iii) is not in breach in any material respect of any provision of the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder applicable to Seller.

(iv). Violations. Seller has not received written notice of any uncured violation of any federal, state or local law relating to the Property (including an alleged building code violation, health and safety code violation, federal, state or local agency action regarding an environmental matter or zoning violation) that affects or would affect or is alleged to affect the Property or any part thereof or the use or ownership thereof or Seller's ability to perform hereunder. For purposes of this Section 7.A(iv) only, "written notice" shall mean notice actually received in Seller's office at 66 South Pearl Street, Albany, NY 12207 or 1000 South McCaslin Boulevard, Superior, CO 80027.

(v). No Other Representations. The parties agree that, except as set forth in this subsection and as provided in the Deed and other documents and agreement executed by Seller in connection with the Close of Escrow, neither Seller nor any other person on behalf of Seller has made or is making any representation, express or implied to Buyer or Quantum with respect to the Property or the transactions contemplated by

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this Agreement, and any prior representation by Seller or its agents to Buyer or Quantum in such regard shall have no further force or effect.

B. Quantum's Representations and Warranties. Quantum represents and warrants to Seller and Buyer as follows as of the date hereof and as of the Close of Escrow:

(i). Authority. Quantum is a corporation duly organized and validly existing in the State of Delaware. This Agreement constitutes the valid and binding obligation of Quantum and is enforceable against Quantum in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally and general equitable principles. Quantum has full power, right and authority to enter into and perform this Agreement. The execution and delivery of this Agreement, delivery of money and all required documents, Quantum's performance of this Agreement and the transactions contemplated hereby have been duly authorized by the requisite action on the part of Quantum. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with or constitute a breach under any agreement or instrument by which Quantum or the Property is bound.

(ii). Condemnation. Quantum has received no written notice and has no knowledge of any pending or threatened condemnation proceedings relating to the Property.

(iii). Litigation. There is no action, litigation, investigation or proceeding pending or has been threatened against Seller or Quantum with respect to the Property that affects or would affect the Property or any part thereof or the use or ownership thereof or Quantum's or Seller's ability to execute and perform its obligations under this Agreement.

(iv) Violations. Quantum has not received written notice of, and Quantum has no knowledge of, any uncured violation of any federal, state or local law relating to the Property (including, without limitation, an alleged building code violation, health and safety code violation, Americans with Disabilities of Act of 1990 violation, federal, state or local agency action regarding an environmental matter or zoning violation) or any order, rule or regulation of the Board of Fire Underwriters, that affects or would affect or is alleged to affect the Property or any part thereof or the use or ownership thereof or Quantum's or Seller's ability to perform hereunder.

(v) Foreign Person. Quantum is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the income tax regulations issued thereunder.

(vi) Existing Space Lease. The copy of the Existing Space Lease attached as Exhibit A to Exhibit C of this Agreement is a true and complete copy of the Existing Space Lease. There is no default by the sublandlord or, to the best knowledge of Quantum, the subtenant under the Existing Space Lease. The Existing Space Lease is in full force and effect. There are no sums owing, but unpaid, to the subtenant under

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the Existing Space Lease. The Existing Space Lease has not been amended or modified. To the best of Quantum's knowledge, Lockheed has no defenses, claims or demands against Quantum, under the Existing Space Lease or otherwise, which can be offset against rents or other charges due or to become due under the Existing Space Lease, except for the Building Fit-Up Allowance as below described. Quantum has not received any notice from Lockheed under the Existing Lease claiming any breach or default by Quantum under the Existing Space Lease. There are no arrearages of base annual rent or additional rent by Lockheed under the Lease. Lockheed is not entitled to any free rent, rebate, rent concession, deduction or offset not set forth in the Existing Space Lease. Lockheed is not entitled under the Existing Space Lease to receive money, or any contribution from the landlord, either in money or in kind, on account of the construction of any improvements, and all alterations, installations, decorations and other work required to be performed by the landlord under the provisions of the Existing Space Lease have been completed and fully paid for and have been accepted by the Tenant without any claim against landlord related to such improvements and other work under the Existing Space Lease or for payment of any additional Tenant allowances, except as expressly provided in this Section 7.B(vi).

Section 8.a and Section 9.c of the Existing Space Lease provides, in pertinent part, as follows:

"Sublandlord [Quantum] shall provide Subtenant [Lockheed] \$10.00 per rentable square foot (\$700,000) for subtenant improvements ("Building Fit-up Allowance"). . . . Otherwise, Subtenant shall take the Subleased Premises in an "as is" condition. Within ninety (90) [days] after occupancy, the Subleased Premises will be demised at Subtenant's cost. . . ."

"Sublandlord shall pay the Building Fit-Allowance as and when such costs are actually incurred by Subtenant or the obligations therefore become due. Subtenant shall submit to Sublandlord from time to time, requests for direct payment to third parties or for reimbursement to Subtenant for costs incurred by Tenant for hard and soft costs of the Subleased Premises construction. . . . Provided Tenant delivers to Landlord [an] approved draw request, prepared as set forth above, Sublandlord shall pay the costs covered by such payment request within 45 days following receipt thereof."

"If the entire amount of the Building Fit-Up Allowance and such other allowances has not been used in connection with the design and construction costs, and Subtenant's other permissible costs, after all such costs have been incurred and paid, the remaining unused and unallocated portion shall be, at Subtenant's option, credited against the payment of Monthly Base Rent and/or Additional Rent payable under the Sublease until such portions shall be exhausted."

Quantum has not paid or credited any amount of the Building Fit-Up Allowance against the rentals payable by Lockheed under the Existing Space Lease (and

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Lockheed has not requested that any portion of the Tenant Fit-Up Allowance be paid to Lockheed or credited against the rentals so payable by Lockheed). In the event that any portion of the Building Fit-Up Allowance becomes due and owing to Lockheed under the Existing Space Lease (including, without limitation, in connection with any exercise by Lockheed of any applicable right of first refusal rights triggered by reason of the proposed Quantum Space Leases) or if any portion of the Building Fit-Up Allowance is required to be credited or is offset by Lockheed against the rentals payable by Lockheed, then within ten (10) days following written demand, Quantum shall (as directed by the Buyer) either pay directly to Lockheed, or reimburse Buyer for, any and all portions of the Building Fit-Up Allowance owed to Lockheed. In consideration of Quantum's agreements under this Section 7.B(vi), Buyer shall not include a specific reference to the Building Fit Up Allowance in the Estoppel and Attornment Agreement (provided, however, that Quantum acknowledges that the form of the Estoppel and Attornment Agreement attached as Exhibit C hereto is satisfactory to it) and shall not take any other affirmative, direct action to encourage Lockheed to make any claim for any portion of the Building Fit-Up Allowance. Notwithstanding the foregoing, nothing herein shall be deemed an admission by Quantum or Buyer that any portion of the Building Fit-Up Allowance is due and owing to Lockheed under the Existing Space Lease or that any portion of such Building Fit-Up Allowance is available as a credit against the rentals payable by the subtenant under the Existing Space Lease. Quantum shall indemnify and save harmless Buyer from all liability, loss, damage, claim or cost (including reasonable attorneys' fees of counsel of Buyer's choice) arising from Quantum's obligations in respect of the Building Fit-Up Allowance or its breach of its obligations set forth in this Section 7.B(vi). This Section 7.B(vi) shall not be subject to the limitations on time or amount set forth in Section 7.E below.

(vii) Leasing Commissions. There are no leasing commissions required to be paid by Quantum or Seller in connection with the Existing Space Lease (other than as may be related to future renewals, expansions or extensions, but subject to Quantum's obligation to pay leasing commissions relating to any exercise by Lockheed of its right of first refusal to lease space in Building C set forth in Section 9.B(v) below).

(viii) OFAC. Quantum (i) is not a person or entity with whom Buyer is restricted from doing business with under regulations of OFAC of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order, rule or regulation of or administered by OFAC or any other government entity (including, but not limited to, the September 23, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the Currency and Foreign Transactions Reporting Act (commonly known as the Bank Secrecy Act) as any of the foregoing has heretofore been amended), or other governmental action, comparable laws, rules, regulations, ordinances, orders, treaties, statutes, or codes promulgated pursuant to any of the foregoing; (ii) is not knowingly engaged in any dealings or transaction or be otherwise associated with such persons or entities

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described in (i) above; and (iii) is not a person or entity whose activities are regulated by the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder.

(ix) No person is entitled to assert a lien against the property for any work, labor or materials which have been furnished to the Property on or prior to the Close of Escrow. In the event any such lien is asserted against the Property, Quantum shall cause such lien to be discharged by bond or otherwise. Quantum has not made any claim against any person that performed any work or supplied any labor or materials (including, without limitation, the architect and design builder) or under any guaranty, warranty, bond or insurance policy with respect to the Property that has not been resolved.

(x) There does not exist, and on the Closing Date there will not exist, any option to purchase, or right of first refusal or right of first offer, with respect to all or any portion of the Property, or the leasing thereof, or any other agreements whereby any party may acquire any interest in the Property (other than Lockheed's right of first refusal to lease the remainder of Building C in accordance with Section 4 of the Existing Space Lease).

(xi) Quantum has received no notice of and the Quantum has no knowledge of any notice from any insurance carrier or insurance rating bureau or similar agency regarding any dangerous, illegal, or other condition requiring corrective action, with respect to the Property.

(xii) Other than the Existing Tenant Lease and the Quantum Space Leases, neither Seller nor Quantum is a party to or bound by, and there are no presently effective leases, lease amendments, lease guaranties, work letter agreements, improvement agreements, subleases, assignments, licenses, concessions, restrictions, covenants, or other agreements (including, without limitation, any oral agreements) with respect to the leasing, use or occupancy of the Property or any part thereof.

(xiii) To the best of Quantum's knowledge, except as set forth in the environmental reports furnished to Buyer by Quantum, no Hazardous Substances are present in, on or under the Property and, to the best of Quantum's knowledge, there is no present release or threatened release of any Hazardous Substances in, on or under the Property. Quantum has not received any notice, citation, communication or claim (written or oral) alleging that the Property or any part thereof or any operations and activities therein and thereon or the use and occupancy thereof, are in violation of any applicable environmental laws and to the best of Quantum's knowledge neither Quantum, Seller nor any person using or occupying the Property or any part thereof is violating any environmental laws or regulations. Quantum has provided Buyer with true, correct and complete copies of each assessment or report regarding Hazardous Substances pertaining to the Property in Quantum's possession or control and Quantum has no knowledge of any other assessments or reports regarding Hazardous Substances pertaining to the Property other than those as have been delivered to Buyer.

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(xiv) Neither Seller nor Quantum is not a party to, or bound by, any service, employment, management, leasing, brokerage or other written agreement or contract relating to the ownership, operation, maintenance, leasing, lease brokerage or management of the Property which will be binding on Buyer or the Property at Closing, except for the Existing Space Lease and the Quantum Space Leases.

(xv) To the best of Quantum's knowledge, there is no existing breach or default under any restrictions, covenants, conditions, easements, declarations, joint maintenance and other agreements listed in the Title Report or any Permitted Exceptions and all amounts due with respect thereto have been fully paid.

(xvi) Quantum, for itself, and its successors, does covenant, grant, bargain, and agree to and with Buyer, and its successors and assigns, that at the time of the Close of Escrow, Seller is well seized of the Property, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the Property, and that the Property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except the Permitted Exceptions. Quantum shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of the Seller, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part of the Property.

(xvi) No Other Representations. The parties agree that, except as set forth in this Section 7 and other documents and agreements to be delivered by Quantum as of the Close of Escrow, neither Quantum nor any other person on behalf of Quantum has made or is making any representation, express or implied to Buyer or Seller with respect to the Property or the transactions contemplated by this Agreement, and any prior representation by Quantum or its agents to Buyer or Seller in such regard shall have no further force or effect.

C. Buyer's Representations and Warranties. Buyer represents and warrants to Seller and Quantum as follows:

(i) Authority. This Agreement constitutes the valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforcement of creditors' rights generally and general equitable principles. Buyer has full power, right and authority to enter into and perform this Agreement. The execution and delivery of this Agreement, delivery of money and all required documents, Buyer's performance of this Agreement and the transaction contemplated hereby have been duly authorized by the requisite action on the part of Buyer. Neither the execution and delivery of this Agreement nor the transaction contemplated by this Agreement will conflict in any material respect or constitute a breach under any agreement or instrument by which Buyer is bound.

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(ii) OFAC. Buyer (i) is not a person or entity with whom Seller or Quantum is restricted from doing business with under regulations of OFAC of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order, rule or regulation of or administered by OFAC or any other government entity (including, but not limited to, the September 23, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the Currency and Foreign Transactions Reporting Act (commonly known as the Bank Secrecy Act) as any of the foregoing has heretofore been amended), or other governmental action, comparable laws, rules, regulations, ordinances, orders, treaties, statutes, or codes promulgated pursuant to any of the foregoing; (ii) is not knowingly engaged in any dealings or transaction or be otherwise associated with such persons or entities described in (i) above; and (iii) is either not a person or entity whose activities are regulated by the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder or, if so regulated, is not in material breach thereof.

(iii) No Other Representations. Except as expressly set forth in this Section 7, neither Buyer nor any other person on behalf of Buyer has made or is making any representation, express or implied to Seller or Quantum with respect to the Property or the transactions contemplated by this Agreement, and any prior representation by Buyer or its agents to Seller and/or Quantum in such regard shall have no further force or effect.

D. No Warranty as to Documents Delivered. Except as otherwise provided in this Agreement and the documents to be delivered as of the Close of Escrow, neither Seller nor Quantum is making any representation or warranty as to the accuracy of any materials, data or information delivered by Seller, Quantum, or their respective agents to Buyer or Buyer's Representatives in connection with the transaction contemplated hereby. Except as otherwise provided in this Agreement and the documents to be delivered as of the Close of Escrow, Buyer acknowledges and agrees that all materials, data and information delivered by Seller, Quantum, or their agents to Buyer or Buyer's Representatives in connection with the transaction contemplated hereby are provided as a convenience only and that any reliance on or use of such materials, data or information by Buyer or Buyer's Representatives shall be at the sole risk of Buyer. Except as otherwise provided in this Agreement and the documents to be delivered as of the Close of Escrow, neither Seller, Quantum, nor any affiliate or agent of Seller or Quantum, nor the person or entity which prepared any report, study or other document delivered by Seller, Quantum or their agents to Buyer or Buyer's Representatives shall have any liability to Buyer or Buyer's Representatives for any inaccuracy in any such documents. Notwithstanding anything to the contrary in this Section 7.D, this Section 7.D shall not in any manner whatsoever limit, qualify, modify or nullify, any representations, warranties, covenants or indemnities of Seller and/or Quantum in this Agreement or any other document executed and delivered by Seller and/or Quantum in connection with the transactions set forth in this Agreement (including, without limitation, the Quantum Space Leases).

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E. Survival of Representations and Warranties. The representations and warranties of Buyer and Quantum set forth in this Section 7 shall survive Close of Escrow for a period of twelve (12) months (except for Quantum's representations and warranties set forth in Section 7.B(vi) and (xvi) which shall survive the Close of Escrow without limitation on time or amount). Except as set forth in Section 7.B(vi) with respect to Quantum's Existing Space Lease and Section 7.B(xvi), Quantum shall have no liability to Buyer for a breach of any representation or warranty (a) unless the valid claims for all such breaches collectively aggregate more than Ten Thousand Dollars (\$10,000), in which event the amount of such valid claims shall be actionable from the first dollar, up to a maximum of Five Million Five Hundred Thousand Dollars (\$5,500,000.00), and (b) unless written notice containing a description of the specific nature of such breach shall have been given by Buyer to Quantum prior to the expiration of said twelve (12) month period. Quantum shall indemnify Buyer for any loss, liability or damage suffered by Buyer on account of any breach of Quantum's representations and warranties. Seller shall have no liability for, or indemnity obligation with respect to, the representations and warranties of Seller set forth in this Section 7 from and after the Close of Escrow; provided, however, Quantum shall indemnify Buyer for any loss, liability or damage suffered by Buyer on account of any breach of Seller's representations and warranties and, for the avoidance of doubt, nothing herein shall limit Seller's warranties contained in the Deed, which shall survive the Close of Escrow. Seller's indemnification obligations to Quantum, if any, shall be governed by the Existing Synthetic Lease. The provisions of this Section shall survive Close of Escrow or any termination of this Agreement.

8. Conditions to the Parties' Obligations.

A. Buyer's Conditions. Buyer's obligations pursuant to this Agreement are expressly conditioned upon the satisfaction of each of the conditions set forth below (the "Conditions to Buyer's Obligations") and/or the waiver by Buyer of each of the unfulfilled Conditions to Buyer's Obligations on or before the date for satisfaction of the condition described below. Time is of the essence. The conditions are:

(i) Due Diligence. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement for any reason or no reason whatsoever in its sole and absolute discretion, by delivery to Quantum and the Escrow Holder written notice of such termination on or before the Due Diligence Date, whereupon the Deposits shall be promptly refunded to Buyer, and Buyer shall have no further obligations under this Agreement. If Buyer fails to timely terminate this Agreement on or before the Due Diligence Date, Buyer shall be conclusively deemed to have waived its right to terminate this Agreement under this Section 8.A(i).

(ii) Title Insurance. On or before the Required Closing Date, Buyer shall have determined that it will be able to obtain at the Close of Escrow, an ALTA policy of title insurance in such form as is customarily issued by the Title Insurer, and with such endorsements as Buyer shall reasonably require, naming Buyer as insured in the amount of the Purchase Price, and showing good and marketable fee title to the Property vested in Buyer, subject only to the Permitted Exceptions.

(iii) Quantum Lease. During the Due Diligence Period, Quantum and Buyer shall have agreed upon the form, terms and conditions of a Quantum Space Lease. Buyer shall

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have no obligation to agree to any term which is inconsistent with the terms contained in the non-binding letter of intent previously executed by Buyer and attached hereto as Exhibit F or any other matter objected to by Buyer. If Buyer and Quantum fail to agree upon the form and substance of the Quantum Space Lease on or before the Due Diligence Date, this Agreement shall automatically terminate, unless Quantum and Buyer agree in writing to extend the date for satisfaction of this condition.

(iv) Covenants and Representations. As of the Close of Escrow, Seller and Quantum shall have performed all of their obligations under this Agreement in all material respects and the Seller's representations and Quantum's representations as set forth herein shall be true, accurate and complete in all material respects (except to the extent any such representation is already qualified by materiality, in which case such representation shall be true, accurate and complete in all respects).

(v) Material Adverse Change. As of the Close of Escrow, there shall have been no material adverse change since September 26, 2005 (in the case of Quantum) and September 30, 2005 (in the case of Lockheed) in the financial condition, results of operation or prospects of Quantum or Lockheed, and no voluntary or involuntary bankruptcy, liquidation, reorganization or similar proceeding shall have been initiated with respect to Seller, Quantum or Lockheed.

(vi) Actions. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the Seller or Quantum that would adversely affect the operation or value of the Property or the Seller's or Quantum's ability to perform its obligations under this Agreement.

(vii) Zoning. No proceeding to change the zoning or other land use regulations affecting the Property or any part thereof, except as may be initiated by the Buyer, shall then be pending.

If any of the Conditions to Buyer's Obligations is not satisfied, Buyer shall be entitled to terminate this Agreement and receive a prompt refund of the Deposits.

B. Seller's Conditions. All of Seller's obligations pursuant to this Agreement are expressly conditioned upon the satisfaction of each of the conditions set forth below (the "Conditions to Seller's Obligations") and/or the waiver by Seller of each of the unfulfilled Conditions to Seller's Obligations on or before the date for satisfaction of the condition described below. Time is of the essence. The conditions are:

(i) Synthetic Lease. All conditions precedent to the conveyance by Seller of title to a third party buyer under the Existing Synthetic Lease shall have been satisfied or waived by Seller on or concurrently with the Close of Escrow. Quantum and Seller acknowledge and agree that the sole remaining condition precedent under the Existing Synthetic Lease is the payment by Quantum to Seller of the Adjusted Lease Balance and other amounts due thereunder, which amounts will be paid by application of the Purchase Price in accordance with Section 5 hereof. In the event that this Condition to Seller's Obligations

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is not satisfied for any reason other than solely a default of Buyer of its obligations hereunder, and Seller terminates this Agreement on account thereof, Quantum agrees to promptly reimburse Buyer for its due diligence costs, not to exceed \$100,000 in the aggregate.

(ii) Covenants and Representations. As of the Close of Escrow, Buyer shall have performed all of its obligations under this Agreement in all material respects and the Buyer's representations as set forth herein shall be accurate in all material respects.

(iii) Funds. The Buyer is ready to pay the Purchase Price by wire transfer on the Closing Date.

C. Quantum's Conditions. All of Quantum's obligations pursuant to this Agreement are expressly conditioned upon the satisfaction of

each of the conditions set forth below (the “Conditions to Quantum’s Obligations”) and/or the waiver by Quantum of each of the unfulfilled Conditions to Quantum’s Obligations on or before the date for satisfaction of the condition described below. Time is of the essence. The conditions are:

(i) Quantum Lease. During the Due Diligence Period, Quantum and Buyer shall have agreed upon the form, terms and conditions of a Quantum Space Lease. Quantum shall have no obligation to agree to any term which is inconsistent with the terms contained in the non-binding letter of intent previously executed by Buyer and attached hereto as Exhibit F or any other matter objected to by Quantum. If Buyer and Quantum fail to agree upon the form of the Quantum Space Lease on or before the Due Diligence Date, this Agreement shall automatically terminate, unless Quantum and Buyer agree in writing to extend the date for satisfaction of this condition.

(ii) Covenants and Representations. As of the Close of Escrow, Buyer shall have performed all of its obligations under this Agreement in all material respects and the Buyer’s representations shall be accurate in all material respects.

9. Covenants.

A. Buyer’s Covenants. Buyer shall do the following:

(i) Buyer’s Indemnity. Buyer shall indemnify and hold harmless Quantum, Seller, and the Property from and against any and all liabilities, actions, claims, demands, losses or liens (including, without limitation, mechanic’s liens), reasonable attorneys’ and experts’ fees, costs and expenses directly arising from or directly related to (i) the entry by Buyer or Buyer’s Representatives on the Property, (i) the performance by Buyer or Buyer’s Representatives of any testing or investigations of the Property (except with respect to any loss or liability, including, without limitation, any loss or damage in value to the Property or any loss of sale -- including any obligations to perform response actions -- incurred as a consequence of the discovery by Buyer or Buyer’s Representatives of the presence of Hazardous Substances at the Property or the existence of other defects or conditions with respect to the Property not caused by Buyer or Buyer’s Representatives), or (iii) any negligence or willful misconduct by Buyer or Buyer’s Representative on or about the Property. Notwithstanding the foregoing, this indemnity

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shall exclude any and all liabilities, actions, claims, demands, losses or liens (including, without limitation, mechanic’s liens), reasonable attorneys’ and experts’ fees, costs and expenses directly arising from or directly related to any negligence or willful misconduct by Quantum or its respective representatives, agents or employees or any gross negligence or willful misconduct by Seller or its respective representatives, agents or employees. This indemnity shall survive the Close of Escrow or any termination of this Agreement for a period of one (1) year.

(ii) EXCEPT TO THE EXTENT EXPRESSLY SET FORTH TO THE CONTRARY IN (AND SUBJECT TO THE LIMITATIONS, IF ANY, OF) THIS AGREEMENT OR IN THE DEED OR THE OTHER DOCUMENTS EXECUTED AND DELIVERED BY SELLER AND/OR QUANTUM AS OF THE CLOSE OF ESCROW (INCLUDING, WITHOUT LIMITATION, THE QUANTUM SPACE LEASES) AND ANY REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES OF SELLER OR QUANTUM SET FORTH HEREIN OR THEREIN, WHICH SUCH REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES ARE MATERIAL INDUCEMENTS TO BUYER’S ENTRY INTO THIS AGREEMENT, BUYER UNDERSTANDS AND AGREES AS FOLLOWS:

SELLER AND QUANTUM ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UPON CLOSE OF ESCROW, BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS AND PATENT AND LATENT DEFECTS” AND WITHOUT RECOURSE OF ANY KIND TO SELLER, QUANTUM OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS.

BUYER HAS NOT RELIED AND WILL NOT RELY ON (AND NEITHER SELLER NOR QUANTUM IS LIABLE FOR OR BOUND BY) ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, OFFERING PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, QUANTUM, ANY BROKER, OR ANY EMPLOYEES OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT ANY OF THEM.

BUYER WILL CONDUCT DURING THE DUE DILIGENCE PERIOD, SUCH INVESTIGATIONS OF ALL PROPERTY MATTERS AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ALL

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PROPERTY MATTERS AND WILL RELY SOLELY UPON THE SAME (AND NOT UPON SELLER OR QUANTUM) WITH RESPECT THERETO. UPON CLOSE OF ESCROW, BUYER SHALL ASSUME THE RISK THAT ADVERSE PROPERTY MATTERS MAY NOT HAVE BEEN REVEALED BY BUYER’S INVESTIGATIONS. UPON CLOSE OF ESCROW BUYER SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER, QUANTUM AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (THE “RELEASED PARTIES”) FROM AND AGAINST

ANY AND ALL CLAIMS, DEMANDS, TORTS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, ATTORNEYS' FEES, EXPERTS' FEES, COSTS AND EXPENSES, OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER, QUANTUM, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS AT ANY TIME BY REASON OF OR ARISING OUT OF ANY PROPERTY MATTER (HEREIN "PROPERTY CLAIMS").

IN THIS REGARD, BUYER EXPRESSLY WAIVES THE PROVISIONS OF THE COMPREHENSIVE ENVIRONMENTAL QUALITY AND CONTRIBUTION ACT THAT WOULD MAKE SELLER, QUANTUM, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS LIABLE FOR ANY HAZARDOUS SUBSTANCE AND ANY APPLICABLE PROVISIONS OF ANY STATUTE OR RULE OF LAW WHICH WOULD LIMIT THE WAIVERS GRANTED ABOVE, INCLUDING, WITHOUT LIMITATION, ANY STATUTE OR RULE OF LAW LIMITING WAIVERS OF UNKNOWN CLAIMS. NOTWITHSTANDING THE FOREGOING, BUYER SHALL NOT BE DEEMED TO HAVE RELEASED THE RELEASED PARTIES IN RESPECT OF, OR WAIVED OR RELINQUISHED, ANY RIGHTS AND REMEDIES, CLAIMS, CAUSES OF ACTION OR LIABILITIES BUYER MAY NOW OR HEREAFTER HAVE AGAINST QUANTUM ARISING FROM (X) THE FRAUD OR INTENTIONAL MISREPRESENTATION OF THE RELEASED PARTIES OR (Y) THIRD PARTY CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS OF TENANTS UNDER LEASES AND THEIR EMPLOYEES) WHICH MAY BE BROUGHT AGAINST BUYER FOR OR IN RESPECT OF THE MATTERS DESCRIBED IN THIS SECTION 9 (INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH, PERSONAL INJURY, PHYSICAL PROPERTY DAMAGES, TORT AND LANDLORD/TENANT CLAIMS) ALLEGING TO HAVE OCCURRED OR ARISEN PRIOR TO THE CLOSE OF ESCROW.

Buyer's Initials	Seller's Initials	Quantum's Initials
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B. Quantum's and Seller's Covenants. So long as this Agreement remains in full force and effect, Quantum and Seller shall do the following:

(i) Operation Of Property Pending The Close Of Escrow. Following the Effective Date and pending the Close of Escrow, Quantum shall continue to operate, manage and maintain the Property in the Quantum's current manner, reasonable wear and tear and, subject to Section 11 hereof, casualties and condemnation excepted. Quantum shall maintain all existing insurance policies in connection with the Property and shall keep in effect and renew without modification all licenses, permits and entitlements applicable to the Property. Subject to the requirements of the Quantum Space Leases, Quantum's existing liability and property insurance pertaining to the Property will be cancelled as of the Close of Escrow (except as to a claim arising prior to the Close of Escrow). Except as may be required of the landlord by the Existing Space Lease, Quantum shall not make any material alterations to the Property or modify or remove any Improvements that are part of the Property without the prior written approval of Buyer, which approval may be given or withheld in Buyer's sole and absolute discretion. For the avoidance of doubt, any alterations which would decrease the value, utility or useful life of the Property shall be deemed "material" for purposes of this Section 9.B(i).

(ii) Further Encumbrances. Neither Seller nor Quantum shall execute any documents or otherwise take any action or omit from taking any action which would have the result of further encumbering the Property in any fashion. Neither Seller nor Quantum shall in any way solicit or negotiate a financing or sale or lease of, or offer to finance, sell or lease, any of the Property to or with any party other than Buyer.

(iii) Leasing; Contracts; Notices. Neither Quantum nor Seller shall terminate, amend or otherwise modify the Existing Space Lease or any contract affecting the Property, nor enter into any new lease or contract, without the prior consent of Buyer, which consent may be given or withheld in Buyer's sole and absolute discretion. Seller and Quantum shall promptly deliver to Buyer copies of (i) any notices or communications from Seller, Quantum or Lockheed relating to the Existing Space Lease (including, without limitation, in respect of any right of first refusal offer, declination or acceptance with respect to the leasing of the balance of Building C), (ii) any notices or communications from any governmental authorities relating to the Property, and (iii) any notices or communications from any third party relating to the Property or the use, operation or ownership thereof. Quantum (with the cooperation of Seller) agrees to terminate each service, employment, management and other written agreements or contracts at or prior to the Close of Escrow if so requested by Buyer during the Due Diligence Period. Quantum (with the cooperation of Seller) shall use reasonable efforts to obtain the Estoppel and Attornment Agreement, the Lockheed SNDA, and the CCR Estoppels. Quantum (with the cooperation of Seller) shall send notice to Lockheed, promptly after the Effective Date, in order to trigger Lockheed's right of first refusal to lease the balance of Building C under the Existing Space Lease and provide additional documentation relative to such Lockheed right of first refusal.

(iv) Subsequent Events. From and after the Effective Date, Quantum shall give prompt written notice to Buyer of any notice actually received by Quantum, or the

occurrence of any event actually known to Quantum which would, immediately or with notice or the passage of time, prevent Quantum from performing its obligations hereunder, or constitute a breach of warranty or representation. Quantum shall promptly use its best efforts to correct, cure or eliminate any such item, notice or event which would prevent Quantum from performing its obligations hereunder.

(v) Lockheed ROFR. In the event that Lockheed exercises its right of first refusal with respect to the leasing of the remaining space in Building C, Quantum shall pay any improvement allowance payable to Lockheed and any leasing commissions due in connection with such exercise, and Quantum shall indemnify Buyer for, and hold Buyer harmless from and against, any loss, liability, cost, claim or damage suffered by Buyer on account of Quantum's failure to timely pay such improvement allowance and leasing commissions. For the avoidance of doubt, Quantum's obligations under this Section 9.B(v) shall not be subject to any of the limitations set forth in Section 7.E.

10. Escrow Holder; Close of Escrow.

A. Escrow. The transaction contemplated by this Agreement shall be consummated through an escrow opened with Escrow Holder, and Seller, Buyer, and Quantum each agree to deposit with Escrow Holder on or prior to the Required Closing Date all funds and documents necessary to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement.

B. Closing Date. Close of Escrow shall occur on the Required Closing Date, unless the parties mutually agree in writing to a different date. The parties expressly agree that time is of the essence with respect to the closing of this transaction.

C. Prorations/Lease Security Deposit(s). All real property taxes, installments of principal and interest on assessments, base rents and tenant reimbursement of operating and other expenses under leases, and other expenses of the Property and the Existing Space Lease shall be prorated between Quantum and Buyer as of the Close of Escrow, such that Quantum shall bear the burden of such expenses to the date immediately preceding the Close of Escrow and Buyer shall bear the burden of such expenses on and after the Close of Escrow, subject however to recovery of such expenses as allowed by the Existing Space Lease and the Quantum Space Leases (provided, however, that Quantum shall not receive any credit from Buyer at Closing for any such items to the extent not actually paid as of the Closing Date). Buyer shall assume the principal amounts of any governmental assessments which encumber the Property as of the Close of Escrow. Buyer, Seller, and Quantum shall reasonably cooperate to produce, at least three (3) Business Days prior to the Required Closing Date, a schedule of prorations and closing costs in accordance with the provisions of this Agreement and the Existing Synthetic Lease (the "Closing Statement"), which is as complete and accurate as is then reasonably possible. All prorations which can be reasonably estimated as of the Close of Escrow shall be made in escrow on the Close of Escrow. All other prorations and any adjustments to the initial estimated prorations, shall be made by Buyer, Seller, and Quantum within thirty (30) days following the Close of Escrow (or such later time as may be reasonably required in the exercise of due diligence to obtain the necessary information). Any net credit due one party from another as the result of such post-closing prorations and adjustments shall be paid to in cash immediately upon the parties' written agreement to a final schedule of post-closing adjustments and

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prorations. The provisions of this Section 10.C shall survive the Close of Escrow and the recordation of the deed.

D. Closing Charges. Quantum shall pay the premium for any owner's policy of title insurance obtained by Buyer. Buyer and Quantum shall pay the other closing costs for this transaction, including without limitation, city and county real property transfer tax, escrow fees, recording fees, and the like, in accordance with the custom prevailing in El Paso County, Colorado, as determined by the Escrow Holder. Seller shall not have any liability for any such closing costs, provided that Quantum shall be responsible for any such costs that would have otherwise been payable by Seller.

E. Delivery of Closing Documents

(1) By Seller: On the Required Closing Date, Seller shall deliver to Buyer the following documents:

(i) The Special Warranty Deed in the form attached as Exhibit B-1, duly executed and acknowledged by Seller for recording in the Official Records conveying good and clear record, marketable and insurable title to the Property to the Buyer, subject only to the Permitted Exceptions; provided, that the issuance of title insurance at the Close of Escrow satisfactory to Buyer shall be evidence of Seller's conveyance of good and clear record, marketable and insurable title to the Property to the Buyer;

(ii) The Bill of Sale in the form of attached Exhibit B-2, duly executed and acknowledged by Seller;

(iii) The Assignment and Assumption of Lease, Intangible Property and Contracts in the form of attached Exhibit D, duly executed and acknowledged by Seller, for recording in the Official Records;

(iv) Such affidavits as Buyer, Quantum and/or Escrow Holder shall reasonably require to determine that no tax withholding is required from the Purchase Price with respect to Seller, including without limitation, a certificate of non-foreign status to confirm that Seller is not subject to withholding of any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code of 1986 or any comparable Colorado statute, duly executed by Seller;

(v) Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Insurer and Buyer;

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(vi) Mechanics lien and parties in possession affidavit and as to other customary title insurance matters, and if the Close of Escrow shall be conducted as a "New York" style closing, a gap indemnity, each in form and substance reasonably satisfactory to the Title Insurer,

duly executed and acknowledged by Seller;

(vii) A certificate from an officer of the Seller certifying that all representations and warranties made herein by Seller are true and correct in all material respects as of the Close of Escrow;

(viii) A Closing Statement duly executed by Seller;

(ix) Any required transfer tax forms duly executed and acknowledged by Seller;

(x) A notice to Lockheed of the sale of the Property in form and substance reasonably satisfactory to the parties duly executed by Seller; and

(xi) Such other documents as may be required of Seller pursuant to the terms of the Existing Synthetic Lease or this Agreement in order to close escrow in accordance with this Agreement.

(2) By Quantum: On the Required Closing Date, Quantum shall deliver to Buyer the following documents:

(i) The Bill of Sale in the form of attached Exhibit B-2, duly executed and acknowledged by Quantum;

(ii) Such affidavits as Buyer and Escrow Holder shall reasonably require to determine that no tax withholding is required from the Purchase Price with respect to Quantum, including without limitation, a certificate of non-foreign status to confirm that Seller is not subject to withholding of any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code of 1986 or any comparable Colorado statute, duly executed by Quantum;

(iii) The Assignment and Assumption of Lease, Intangible Property and Contracts in the form of attached Exhibit D, duly executed and acknowledged by Quantum, for recording in the Official Records;

(iv) The Quantum Space Leases, executed and acknowledged by Quantum, together with memoranda thereof, suitable for recording in the Official Records; and

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(v) Evidence of the existence, organization and authority of Quantum and of the authority of the persons executing documents on behalf of Quantum reasonably satisfactory to the Title Insurer and Buyer;

(vi) Mechanics lien and parties in possession affidavit and as to other customary title insurance matters, and if the Close of Escrow shall be conducted as a "New York" style closing, a gap indemnity, each in form and substance satisfactory to the Title Insurer, duly executed and acknowledged by Quantum;

(vii) A certificate from an officer of Quantum certifying that all representations and warranties made herein by Quantum are true and correct in all material respects as of the Close of Escrow;

(viii) A Closing Statement duly executed by Quantum;

(ix) Original of the Existing Space Lease and all warranties, guaranties, indemnities, construction contracts, permits, licenses, certificates of use and occupancy, plans and specifications, keys, card readers and other books, files and records pertaining to the Property;

(x) Any required transfer tax forms, duly executed and acknowledged by Quantum;

(xi) A notice to Lockheed of the sale of the Property in form and substance reasonably satisfactory to the parties duly executed by Quantum; and

(xii) Evidence that notice has been given to Lockheed and that Lockheed has accepted or declined (or is deemed to have declined) to accept the offer with respect to the leasing of the balance of Building C, in form and substance reasonably satisfactory to Buyer and its Title Insurer and lender;

(xiii) A current Estoppel and Attornment Agreement from Lockheed in favor of Buyer and its lender in the form attached hereto as Exhibit C and, if applicable, the Lockheed SNDA, and the CCR Estoppels;

(xiv) Satisfactory evidence of Quantum's payment of amounts due to the Broker (i.e., a duly executed Broker's Acknowledgment Concerning Brokerage Commission).

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(xv) Such other documents as may be required of Quantum pursuant to the terms of the Existing Synthetic Lease or this Agreement in order to close escrow in accordance with this Agreement.

(3) By Buyer: On the Required Closing Date, Buyer shall deliver to Seller and Quantum, the following documents:

- (i) The Bill of Sale and Assignment of Rights in the form of attached Exhibit B-2, duly executed and acknowledged by Buyer;
- (ii) The Assignment and Assumption of Lease in the form of attached Exhibit D, duly executed and acknowledged by Buyer for recording in the Official Records;
- (iii) Evidence of the existence, organization and authority of Buyer and of the authority of the persons executing documents on behalf of Buyer reasonably satisfactory to the Title Insurer, Seller and Quantum;
- (iv) A certificate from an officer of the Buyer certifying that all representations and warranties made herein by Buyer are true and correct in all material respects as of the Close of Escrow;
- (v) A Closing Statement duly executed by Buyer;
- (vi) Such other documents as may be reasonably required pursuant to the terms of this Agreement to close escrow in accordance with this Agreement.

F. Possession of Property. Possession of the Property shall be delivered to Buyer at Close of Escrow in the condition existing on the Effective Date, damage caused by Buyer or its agents, employees, and contractors excepted.

11. Risk of Loss.

A. Subject to Seller’s and Quantum’s obligations under Section 9B, if a casualty to the Property occurs, or if a part of the Property is taken by eminent domain, the parties’ obligations under this Agreement shall nevertheless continue in accordance with this Agreement, unless this Agreement is terminated in accordance with this Section.

B. If any eminent domain proceeding is first commenced or threatened after the Effective Date, Buyer may elect either (i) to terminate this Agreement, or (ii) to take title to the Property subject to such proceeding, in which event, Seller and Quantum shall assign to Buyer all of their right, title, and interest in the proceeds of such proceeding at the Close of Escrow.

C. If any fire, windstorm, snowstorm, vandalism, terrorism, or other casualty damages or destroys the Property or any portion thereof on or after the Effective Date (a “Loss”) and

the damage resulting to the Property from the Loss is “Material” (as herein defined), then Buyer may terminate this Agreement by delivery of a termination notice to Quantum and Seller at any time on or prior to the Required Closing Date. The parties agree that damage arising from a Loss is “Material”, if the cost to restore the Property to at least as good condition as existed immediately prior to the Loss exceeds Two Hundred Fifty Thousand Dollars (\$250,000) or if Lockheed would have a right to terminate the Existing Space Lease on account of such Loss; provided that if the applicable building codes or other laws or regulations require work exceeding the repair or replacement of the actual damage, the cost shall be considered to include all the work so required. If this Agreement is not terminated following a Loss in accordance with this Section, then at the Close of Escrow, Seller and Quantum shall assign to Buyer all proceeds of insurance and shall pay Buyer the amount of any applicable deductible with respect to the Loss.

12. Default

A. Liquidated Damages. IF THE CLOSE OF ESCROW IS NOT CONSUMMATED ON OR BEFORE THE REQUIRED CLOSING DATE SOLELY BY REASON OF A MATERIAL DEFAULT BY BUYER, THE DEPOSITS (INCLUDING ALL INTEREST EARNED FROM THE INVESTMENT THEREOF) SHALL BE PAID TO AND RETAINED BY QUANTUM, AS LIQUIDATED DAMAGES AND THE EXISTING SYNTHETIC LEASE SHALL CONTINUE IN ACCORDANCE WITH ITS TERMS. THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES TO QUANTUM, IN THE EVENT THAT THE SALE IS NOT CONSUMMATED WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY SEPARATELY EXECUTING THIS SECTION BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSITS ARE NON-REFUNDABLE (EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT) AND HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES’ REASONABLE ESTIMATE OF QUANTUM’S DAMAGES. THE DEPOSITS (AND BUYER’S OBLIGATIONS UNDER SUBPART C OF THIS SECTION) ARE SELLER’S AND QUANTUM’S EXCLUSIVE REMEDIES AGAINST BUYER IN LAW OR IN EQUITY FOR BUYER’S FAILURE TO CLOSE ESCROW. HOWEVER, IN NO EVENT SHALL THIS SECTION LIMIT THE DAMAGES RECOVERABLE BY ANY PARTY AGAINST THE ANOTHER PARTY UNDER ANY INDEMNIFICATION PROVISION OF THIS AGREEMENT WHICH BY ITS TERMS SURVIVES THE TERMINATION OF THIS AGREEMENT. BY SEPARATELY EXECUTING THIS SECTION BELOW, BUYER, SELLER, AND QUANTUM EACH ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE PROVISION COVERING LIQUIDATED DAMAGES, AND THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS EXECUTED.

Buyer’s Initials	Seller’s Initials	Quantum’s Initials
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B. Default by Seller or Quantum. In the event Seller or Quantum defaults in any material respect or fails to consummate the Close of Escrow hereunder, Buyer shall be entitled to (i) terminate this Agreement and receive the return of the Deposits (and any sums payable by

Seller or Quantum under subpart C or this Section) and receive a reimbursement from Quantum of Buyer's due diligence costs, not to exceed \$100,000 in the aggregate; (ii) seek specific performance or (iii) waive such default and proceed to closing.

Buyer's Initials	Seller's Initials	Quantum's Initials
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C. **Costs Upon Default.** Seller and Quantum shall share the cost of their performance of this Agreement in accordance with the terms of the Existing Synthetic Lease. Subject to the foregoing sentence, if this Agreement terminates on account of Seller's or Quantum's default or inability to satisfy a condition to closing, Quantum shall bear all non-avoidable escrow and title costs that are incurred as a consequence of such termination. If this Agreement terminates on account of Buyer's default or inability to satisfy a condition to closing, Buyer shall solely bear all non-avoidable escrow and title costs that are incurred as a consequence of such termination. Subject to the foregoing and any express provision of this Agreement to the contrary, each party shall bear all cost of its performance of its obligations under this Agreement.

13. **Brokerage Commissions.** Each party hereto represents to the other that it has not incurred, directly or indirectly, any liability on behalf of the other party for the payment of any real estate brokerage commissions, finder's fees or other compensation to any agents, brokers, salesmen or finders by reason of the consummation of the transaction contemplated by this Agreement, other than to Newmark Capital Group (the "Broker"). In this regard, each party shall indemnify, defend and hold the other parties harmless from and against any claim, liability or expense for any brokerage commissions, finder's fees or other compensation claimed to be due and owing by reason of its activities in entering into or consummating the transaction contemplated by this Agreement, other than (in the case of Seller and Buyer only) the brokerage commission payable to Broker. Quantum shall pay the commissions owing to the Broker pursuant to a separate agreement between Quantum and the Broker. Buyer shall pay, if, as and when the Close of Escrow occurs, the commissions owing to a buyer's broker, if any, retained by Buyer pursuant to a separate agreement between Buyer and such buyer's broker.

14. **Notices** Any notice required or permitted to be given by a party to this Agreement pursuant or with respect to this Agreement, shall be in writing and shall be personally served or, in lieu of personal service, may be given by depositing such notice in United States next business day mail, postage prepaid, by recognized overnight courier or by facsimile transmission, addressed to the other party at the party's address for notices set forth below the party's signature at the end of this Agreement. Any notice which is personally served shall be deemed given upon receipt of such personal service. Any notice given by mail shall be deemed given on the next business day after deposit in United States next business day mail. Any notice given by recognized overnight courier shall be deemed given on the next business day after deposit with such overnight courier. Any notice given by facsimile shall be deemed given upon confirmed facsimile transmission. Either party may, by written notice to the other in the manner provided in this Section, change the address for its notices. Notices given by counsel to a party shall be deemed given by such party.

15. **Assignment; Binding Effect** Buyer may not assign this Agreement except with the written consent of Quantum and Seller, and any purported assignment of this Agreement without Quantum and Seller's written consent shall be void and of no effect. Notwithstanding the foregoing, Buyer, without the consent of Seller or Quantum, may assign this Agreement to one or more entities so long as one or more entities is an affiliate of Buyer or Cushman & Wakefield Net Lease

Operating Partnership, L.P. ("CWNLOP") or an entity controlling, controlled by, or under common control with Buyer or CWNLOP or in which Buyer or CWNLOP holds, directly or indirectly, a ten percent (10%) or greater interest. Except as provided in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the respective assigns, heirs, successors and legal representatives of each of the parties.

16. **Mutual Cooperation.** Each party hereto agrees to execute, acknowledge, and deliver (or to cause to have executed, acknowledged and delivered) such other and further instruments and documents as are reasonably necessary to carry out this Agreement.

17. **Miscellaneous.**

A. **Time of the Essence.** The parties agree that time is of the essence for the performance of each and every covenant and for the satisfaction of each and every condition contained in this Agreement.

B. **Severability.** If any provision(s) of this Agreement (the absence of which shall not frustrate the basic intent of the parties) are adjudged to be unenforceable or invalid, it is the specific intent of the parties that the remainder of this Agreement shall not be affected by such unenforceability or invalidity, but shall remain in full force and effect.

C. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not limit or define the meaning of the text of this Agreement.

D. **Survival of Covenants.** Except as otherwise provided herein, the representations, warranties and covenants contained in this Agreement shall survive the Close of Escrow and shall not be deemed merged in the deed delivered to Buyer, but shall remain in full force and effect.

E. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

F. Entire Agreement. This Agreement together with Exhibits A-F attached hereto (which are by this reference incorporated herein) shall constitute the entire agreement between the parties with regard to the subject matter of this Agreement, and shall supersede all other agreements respecting the subject matter of this Agreement. This Agreement shall be not be modified by any party by any oral representation made before or after the execution of this Agreement, and all modifications must be in writing signed by Seller, Buyer and Quantum.

G. Review by Counsel. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

H. Filing of Reports. The Escrow Holder shall be solely responsible for the timely filing of any reports or returns required pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986 as amended (and any similar reports or returns required under any state or local laws) in connection with the Close of Escrow.

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I. Third Party Beneficiaries. This Agreement is for the benefit of Buyer, Seller, Quantum, and their respective agents, employees, shareholders, officers, directors, members, partners and successors and no third party shall be entitled to the benefit of any of the provisions of this Agreement.

J. Execution in Counterparts. This Agreement may be executed in counterparts by the parties hereto and together such executed counterparts shall constitute this Agreement. This Agreement shall become binding when all parties have each executed four counterparts hereof and have faxed a copy of an executed counterpart to each of the other parties. All executed counterparts shall be promptly delivered after signing to Lawyers Title Insurance Corporation, for collation into the agreement, which shall be distributed to the parties and to Escrow Holder.

K. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day.

Signatures on following pages

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IN WITNESS WHEREOF, the Seller has executed this Agreement on the date and at the time set forth below.

Date: November 18,
2005

SELCO Service Corporation,
an Ohio corporation

By: /s/ DONALD C. DAVIS
Name: Donald C. Davis
Its: Vice President

Address for Notices:

SELCO Service Corporation
c/o Key Equipment Finance
1000 South McCaslin Boulevard
Superior, CO 80027
Attention: Donald C. Davis, Vice
President
Tel.: (720) 304-1061
Fax: (720) 304-1414

Copy to:

Jane M. Hawkins
Reed Smith LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111
Tel.: (415) 543-8700
Fax: (415) 391-8269

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IN WITNESS WHEREOF, the Buyer has executed this Agreement on the date and at the time set forth below.

Date: November 18,
2005

Cushman & Wakefield Net Lease Trust,
Inc.,
a Maryland corporation

By: /s/ DAVID H. WENK
Name: David H. Wenk
Its: Vice President

Address for Notices:

Cushman & Wakefield Net Lease Trust, Inc.
51 West 52nd Street, 9th Floor
New York, NY 10019
Attention: David H. Wenk
Tel.: (212) 841-7850
Fax: (212) 698-2514

Copy to:

James L. Black, Jr.
Bingham McCutchen LLP
150 Federal Street
Boston, MA 02110
Tel.: (617) 951-8754
Fax: Fax.: (617) 951-8736

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IN WITNESS WHEREOF, the Quantum has executed this Agreement on the date and at the time set forth below.

Date: November 18,
2005

Quantum Corporation,
a Delaware corporation

By: /s/ EDWARD J. HAYES.
JR.
Name: Edward J. Hayes Jr
Its: Executive Vice President
and
Chief Executive Officer

Address for Notices:

Quantum Corporation
Attention: Mary Springer, Treasurer
1650 Technology Drive, Suite 800
San Jose, CA 95110
Tel.: (408) 944-4452
Fax: (408) 944-6501

Copy to:

Quantum Corporation
Attention: Kenneth C. Howell
Sr. Corporate Counsel
1650 Technology Drive, Suite 800
San Jose, CA 95110
Tel.: (408) 944-4462
Fax:: (408) 944-6581

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FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Amendment") is made as of this 19th day of December, 2005, by and among SELCO Service Corporation, an Ohio corporation (the "Seller"), Cushman & Wakefield Net Lease Trust, Inc., a Maryland corporation (the "Buyer"), and Quantum Corporation, a Delaware corporation ("Quantum").

RECITALS:

A. Seller, Buyer and Quantum have entered into that certain Agreement for Purchase and Sale of Real Property dated as of November 18, 2005 (the "Agreement"), concerning the Property, as defined therein. Unless otherwise defined herein, all initially capitalized terms have the meanings assigned to such terms in the Agreement.

B. Seller, Buyer and Quantum have agreed to modify the Agreement in certain respects, all as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties do hereby agree as follows:

1. Amended Definitions. The following definitions set forth in the Agreement are hereby amended as follows:

a. Due Diligence Date. The definition of Due Diligence Date set forth in Section 1.H. of the Agreement is hereby amended by deleting it in its entirety and substituting in place thereof the following text:

"Due Diligence Date means December 30, 2005."

b. Purchase Price. The definition of Purchase Price set forth in Section 1.S. of the Agreement is hereby amended by deleting it in its entirety and substituting in place thereof the following text:

"Purchase Price is Fifty-Four Million Two Hundred Fifty Thousand United States Dollars (\$54,250,000)."

c. Required Closing Date. The definition of Required Closing Date set forth in Section 1.U. of the Agreement is hereby amended by deleting it in its entirety and substituting in place thereof the following text:

"Required Closing Date means January 20, 2006, or such earlier or later date as may be agreed by the parties."

2. Term Sheet for Quantum Space Leases. The Primary Term of the Quantum Space Lease for 43,519 square feet in Building B as set forth in Exhibit F of the Agreement is hereby amended by deleting "(5-Year Term) NNN" and substituting in place thereof the following: "(7-Year Term) NNN". The rental calculations set forth in Exhibit F of the Agreement to be included in the Quantum Space Lease shall be adjusted accordingly to reflect the extended term for such portion of Building B. At Closing, Quantum will master lease from Buyer (pursuant to a Quantum Space Lease) the portion of Building C that is subject to the Existing Space Lease for a term coterminous with the present term of the Existing Space Lease (i.e., expiring in 2009); provided that the fixed rent due with respect the portion of Building C that is subject to the Existing Space Lease shall be the same as the fixed rent payable by Lockheed under the Existing Space Lease. Exhibit D to the Agreement (Assignment and Assumption of Lease) will be modified to reflect that the Existing Space Lease will remain a direct lease between Quantum and Lockheed.

3. Buyer's Conditions. The following text is hereby inserted into the Agreement as Section 8.A.(viii):

"Quantum and Lockheed shall enter into an amendment to the Existing Space Lease in form and substance satisfactory to Buyer and Quantum, pursuant to which, among other things, references to the Existing Synthetic Lease will be deleted and references to the Quantum Space Lease for Building C will be substituted therefor and the parties will acknowledge that, upon the expiration of the current term thereof, the Existing Space Lease will become a direct lease between Lockheed and Buyer. The Estoppel and Attornment Agreement executed by Lockheed shall reflect such amendment. Lockheed shall have entered into a subordination, non-disturbance and attornment agreement satisfactory to Buyer with respect to the Existing Space Lease, as modified by the amendment thereto described above."

4. No Exclusivity as to Quantum. In the last sentence of Section 9B(ii) of the Agreement, the words "Neither Seller nor Quantum shall" are hereby deleted and replaced with the words "Seller shall not".

5. Miscellaneous. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party. Signatures to Follow

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

SELLER:

SELCO SERVICE CORPORATION,
an Ohio corporation

By: /s/ DONALD C. DAVIS
Name: Donald C. Davis
Title: Vice President

BUYER:

CUSHMAN & WAKEFIELD,
NET LEASE TRUST, INC.,
a Maryland corporation

By: /s/ DAVID H. WENK
Name: David H. Wenk
Title: Vice President

QUANTUM:

QUANTUM CORPORATION,
A Delaware corporation

/s/ EDWARD J. HAYES,
By: JR.
Name: Edward J. Hayes, Jr.
Title: Executive Vice President and
Chief Financial Officer

SECOND AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Amendment") is made as of this 29th day of December, 2005, by and among SELCO Service Corporation, an Ohio corporation (the "Seller"), Cushman & Wakefield Net Lease Trust, Inc., a Maryland corporation (the "Buyer"), and Quantum Corporation, a Delaware corporation ("Quantum").

RECITALS:

A. Seller, Buyer and Quantum have entered into that certain Agreement for Purchase and Sale of Real Property dated as of November 18, 2005, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated as of December 19, 2005 (as amended, the "Agreement"), concerning the Property, as defined therein. Unless otherwise defined herein, all initially capitalized terms have the meanings assigned to such terms in the Agreement.

B. Seller, Buyer and Quantum have agreed to modify the Agreement in certain respects, all as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties do hereby agree as follows:

1. Amended Definitions. The following definitions set forth in the Agreement are hereby amended as follows:

a. Due Diligence Date. The definition of Due Diligence Date set forth in Section 1.H. of the Agreement is hereby amended by deleting it in its entirety and substituting in place thereof the following text:

"Due Diligence Date means January 6, 2006."

2. Miscellaneous. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

Signatures to Follow

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

SELLER:

SELCO SERVICE CORPORATION,
an Ohio corporation

/s/ DONALD C DAVIS
By:

Name: Donald C. Davis
Title: Vice President

BUYER:

CUSHMAN & WAKEFIELD,
NET LEASE TRUST,
INC.,
a Maryland corporation

By: /s/ DAVID H. WENK
Name: David H. Wenk
Title: Vice President

QUANTUM:

QUANTUM CORPORATION,
A Delaware corporation

By: /s/ MARY SPRINGER
Name: Mary Springer
Title: Treasurer

THIRD AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Amendment") is made as of this 5th day of January, 2006, by and among SELCO Service Corporation, an Ohio corporation (the "Seller"), Cushman & Wakefield Net Lease Trust, Inc., a Maryland corporation (the "Buyer"), and Quantum Corporation, a Delaware corporation ("Quantum").

RECITALS:

A. Seller, Buyer and Quantum have entered into that certain Agreement for Purchase and Sale of Real Property dated as of November 18, 2005, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated as of December 19, 2005, as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Property dated as of December 29, 2005 (as amended, the "Agreement"), concerning the Property, as defined therein. Unless otherwise defined herein, all initially capitalized terms have the meanings assigned to such terms in the Agreement.

B. Seller, Buyer and Quantum have agreed to modify the Agreement in certain respects, all as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties do hereby agree as follows:

1. Amended Definitions. The following definitions set forth in the Agreement are hereby amended as follows:

a. Due Diligence Date. The definition of Due Diligence Date set forth in Section 1.H. of the Agreement is hereby amended by deleting it in its entirety and substituting in place thereof the following text:

"Due Diligence Date means January 11, 2006."

b. Required Closing Date. The definition of Required Closing Date set forth in Section 1.U. of the Agreement is hereby amended by deleting it in its entirety and substituting in place thereof the following text:

"Required Closing Date means January 31, 2006, or such earlier or later date as may be agreed by the parties."

2. Miscellaneous. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

Signatures to Follow

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

SELLER:

SELCO SERVICE CORPORATION,
an Ohio corporation

By: /s/ DONALD C. DAVIS

Name: Donald C. Davis

Title: Vice President

BUYER:

CUSHMAN & WAKEFIELD,
NET LEASE TRUST,
INC.,
a Maryland corporation

By: /s/ DAVID H. WENK

Name: David H. Wenk

Title: Vice President

QUANTUM:

QUANTUM CORPORATION,
A Delaware corporation

By: /s/ MARY SPRINGER

Name: Mary Springer

Title: Treasurer

FOURTH AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Amendment") is made as of this 11th day of January, 2006, by and among SELCO Service Corporation, an Ohio corporation (the "Seller"), Cushman & Wakefield Net Lease Trust, Inc., a Maryland corporation (the "Buyer"), and Quantum Corporation, a Delaware corporation ("Quantum").

RECITALS:

Seller, Buyer and Quantum have entered into that certain Agreement for Purchase and Sale of Real Property dated as of November 18, 2005, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated as of December 19, 2005, as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Property dated as of December 29, 2005, as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Property dated as of January 5, 2006 (as amended, the "Agreement"), concerning the Property, as defined therein. Unless otherwise defined herein, all initially capitalized terms have the meanings assigned to such terms in the Agreement.

Seller, Buyer and Quantum have agreed to modify the Agreement in certain respects, all as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties do hereby agree as follows:

1. Amended Definitions. The following definitions set forth in the Agreement are hereby amended as follows:

a. Estoppel and Attornment Agreement. The definition of Estoppel and Attornment Agreement set forth in Section 1.K of the Agreement is hereby deleted in its entirety and substituting in place thereof is the following text:

"Estoppel and Attornment Agreement means, collectively, the Subtenant Estoppel Agreement, the First Amendment to Sublease Agreement, and Subordination, Nondisturbance and Attornment Agreement in the form attached hereto as Exhibit C."

b. Quantum Space Leases. The definition of Quantum Space Leases set forth in Section 1.T of the Agreement is hereby deleted in its entirety and substituting in place thereof is the following text:

"Quantum Space Leases are the three (3) leases to be negotiated by Buyer and Quantum prior to the Close of Escrow (one for each of Building A, Building B and Building C) consistent with Exhibit F and on terms acceptable to Buyer and Quantum in their respective sole and absolute discretion."

c. CCR Estoppels. The definition of CCR Estoppels set forth in Section 6.E of the Agreement is hereby deleted in its entirety and substituting in place thereof is the following text:

"CCR Estoppels are the estoppel certificates, in the respective forms attached to the Buyer's title objection letter dated as of the date hereof from Buyer's counsel to Quantum and Seller (the "Title Objection Letter"), to be executed and delivered on or prior to the Close of

Escrow by Quantum, Seller and the other parties referenced in such forms.”

2. Amended Text

- a. The following text is added prior to the penultimate sentence of the last grammatical paragraph of Section 7.B(vi) Agreement:

“Unless the Build Fit-Up Allowance has been fully paid by Quantum to Lockheed, as security for Quantum’s obligations hereunder with respect to the Building Fit-Up Allowance, Quantum shall provide to Buyer (or its assignee), no later than the first to occur of (i) Lockheed’s vacating all or substantially all of the premises subleased pursuant to the Existing Space Lease; (ii) any early termination of the Quantum Space Lease with respect to Building C or (iii) the date which is thirty (30) days prior to the expiry of the initial term of the Existing Space Lease in 2009, a clean irrevocable, transferable letter of credit (drawable upon presentation of a sight draft) to be maintained for a period of one (1) year beyond the applicable term of the Existing Space Lease (including any renewals or extensions thereof) in the amount of \$700,000 and otherwise in form and substance satisfactory to Buyer and from a financial institution reasonably satisfactory to Buyer (KeyBank National Association is hereby deemed to be a financial institution reasonably satisfactory to Buyer). Notwithstanding any contrary provisions in the Agreement, such representation, warranty and covenant shall survive the Close of Escrow without limitation on time or amount and shall also be included in the Quantum Space Lease for Building C.”

- b. Section 7.B(vii) of the Agreement is hereby deleted in its entirety and the following text is added in place thereof:

“(vii) Leasing Commissions. There are no leasing commissions which are presently owing or payable or which may become payable by Quantum or Seller, or by Buyer or any subsequent owner of the Property or any sublandlord under the Existing Space Lease, in connection with the Existing Space Lease or any future renewal, expansion or extension thereof or exercise of any option or right of first refusal thereunder. Notwithstanding any contrary provisions in the Agreement, such representation, warranty and covenant shall survive the Close of Escrow without limitation on time or amount (including without limitation those set forth in Section 7.E of the Agreement) and shall also be included in the Quantum Space Lease for Building C.”

- c. The following text is added at the end of Section 7.B(xv) of the Agreement:

“The Property has been constructed and developed in accordance with the requirements of all restrictions, covenants, conditions, easements, declarations, annexation agreements, joint maintenance and other agreements of record (including, without limitation, those set forth on the Title Report), and any guidelines, rules or regulations issued or promulgated thereunder, applicable to (or which were applicable at the time of) such construction and development), and Quantum and the Property have obtained all approvals and authorizations required thereunder from the requisite owner’s association, declarant, counterparty and/or architectural committee, including, without limitation, the Interquest Owners Association (f/k/a Fairlane Technology Park Owners Association) and the now or

former Interquest Architectural Committee. Quantum has not received any notice of, and has no knowledge of, any continuing obligations binding on Quantum or the Property under the Annexation Agreement described in item 18 of Schedule B, Section 2 of the Title Report.”

- d. Section 8.A(iii) of the Agreement is hereby deleted in its entirety and the following text is added in place thereof:

“Quantum shall have executed and delivered on or before the Close of Escrow each of the three Quantum Space Leases (one for each of Building A, Building B and Building C), each in form and substance satisfactory to Buyer in its sole and absolute discretion. Buyer and Quantum shall negotiate the forms of such Quantum Space Leases diligently and in good faith and in a manner consistent with Exhibit F.”

- e. The following text is added as a new Section 8.A(ix) of the Agreement:

“Proposed Tropical Sun Imports Sublease. Quantum acknowledges that the proposed sublease between Quantum Corporation and Tropical Sun Imports with respect to a portion of Building C has not been approved by Buyer, and any such sublease (and any ancillary agreements related thereto) must be approved by Buyer prior to the Close of Escrow (which approval shall not be unreasonably withheld by Buyer so long as the term of the sublease expires no later than June 30, 2006 (without further renewal or extension options), is for general office and/or warehouse use and for no other uses, does not permit the subtenant to make any alterations to or further sublet the Property and does not give subtenant rights with respect to portions of the Property other than the Building C subleased premises), failing which Buyer shall have no obligation to close escrow, and provided that if Buyer approves such sublease, such approval shall not establish any precedent as to, or limit or modify in any respect, Buyer’s rights to approve all other leases and subleases prior to the Close of Escrow in Buyer’s sole and absolute discretion as provided in this Agreement or any sublet approval rights of Buyer to be included in the Quantum Space Leases. Quantum shall furnish Buyer with all information and documentation requested by Buyer in connection with the evaluation of such sublease.”

- f. Section 8.C(i) of the Agreement is hereby deleted in its entirety and the following text is added in place thereof:

“Buyer shall have executed and delivered on or before the Close of Escrow each of the three Quantum Space Leases (one for each of Building A, Building B and Building C), each in form and substance satisfactory to Quantum in its sole and absolute discretion. Buyer and Quantum shall negotiate the forms of such Quantum Space Leases diligently and in good faith and in a manner consistent with Exhibit F.”

- g. The following text is added as a new Section 10.E(2)(xvi) of the Agreement:

“An assignment of all of Quantum’s right, title and interest in and to each of the three existing roofing system warranties and each of the three existing roofing membrane warranties (one for each of Building A, Building B and Building C) and the written consent in form and

substance satisfactory to Buyer of Firestone Building Products Company (or its successor or assign) to such assignment, all at Quantum's sole expense. Quantum covenants to use reasonable efforts to obtain such consent to assignment prior to the Close of Escrow."

h. The parties acknowledge and agree that all maintenance and service contracts to which Quantum is a party (other than the roof warranties described in Section 10.E(2)(xvi) of the Agreement) shall not be assigned to Buyer at the Close of Escrow and shall remain agreements between Quantum and the applicable vendor.

i. For the avoidance of doubt, if the Buyer terminates the Agreement pursuant to Section 11.C of the Agreement, or as a result of the failure to be satisfied of any condition precedent to Buyer's obligation to close escrow under this Agreement, the Deposits shall be promptly refunded to Buyer. In Section 12B(i) of the Agreement, Buyer shall not be entitled to receive a reimbursement for its due diligence costs solely to the extent that Quantum's failure to consummate the Close of Escrow is not the result of (x) a default by Seller or Quantum in any material respect or a breach of any of Seller's or Quantum's representations or warranties under this Agreement or (y) the failure to satisfy a condition to Buyer's obligation to perform which is within the reasonable control of Seller or Quantum (for purposes of this sentence, if the parties fail to reach agreement on the form and substance of the Quantum Space Leases, such failure shall not be deemed a condition within the reasonable control of Seller or Quantum giving rise to such reimbursement obligation of Quantum).

j. Exhibit C attached to the Agreement is hereby deleted and substituted in place thereof is Exhibit C attached to this Amendment.

k. Quantum (with the cooperation of Seller) shall use reasonable efforts to obtain the Estoppel and Attornment Agreement and CCR Estoppels prior to the Close of Escrow. Buyer shall have no obligation to accept any modifications or exceptions to the Estoppel and Attornment Agreement or CCR Estoppels, and any modifications or exceptions to the Estoppel and Attornment Agreement must be satisfactory to Buyer in its sole and absolute discretion and any modifications or exceptions to the CCR Estoppels must be satisfactory to Buyer in its reasonable discretion (provided that Buyer need not act reasonably to the extent that any such modification or exception to a CCR Estoppel indicates a default or violation of any legal requirement or contractual obligation by Quantum or Seller or with respect to the Property, or a monetary obligation of Quantum or Seller or binding on the Property not previously disclosed by Quantum to Buyer, or any other adverse matter affecting Quantum, Seller or the Property) .

l. Seller and Quantum acknowledge receipt of the Title Objection Letter on the date hereof. Seller and Quantum acknowledge receipt of, and accepts and agrees to the terms of, the Assignment and Assumption of Agreement for Purchase and Sale of Real Property from the original Buyer to CS/Federal Drive LLC, a Delaware limited liability company, which shall become effective immediately upon execution and delivery of this Amendment by the parties hereto.

m. Notwithstanding anything to the contrary in the Agreement, Seller and Quantum acknowledge and agree that no Leasehold Deed of Trust will be permitted to encumber the Property following the Close of Escrow and that Buyer shall have no obligation to accept any such Leasehold Deed of Trust.

n. Buyer shall have a one-time right to extend the Required Closing Date for a period of up to five (5) business days upon written notice to Seller and Quantum delivered within one (1) business day of the then scheduled Required Closing Date, and delivery to the Escrow Holder of an addition to the Deposits in the amount of \$250,000.

o. The Quantum Space Leases will provide that, upon Buyer's request, Quantum shall obtain terrorism insurance coverage in such amounts, with such deductibles and on such terms as Buyer requires, and the costs of such terrorism insurance shall be borne equally by Buyer and Quantum.

3. Miscellaneous. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

Signatures to Follow

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

SELLER:

SELCO SERVICE CORPORATION,
an Ohio corporation

By: /s/ DONALD C. DAVID

Name: Donald C. Davis

Title: Vice President

BUYER:

CUSHMAN & WAKEFIELD,
NET LEASE TRUST,
INC.,
a Maryland corporation

By: /s/ DAVID H. WENK

Name: David H. Wenk
Title: Vice President

QUANTUM:

QUANTUM CORPORATION,
A Delaware corporation

By: /s/ MARY SPRINGER
Name: Mary Springer
Title: Treasurer

FIFTH AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS FIFTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Amendment") is made as of this 27th day of January, 2006, by and among SELCO Service Corporation, an Ohio corporation (the "Seller"), CS/Federal Drive LLC, a Delaware limited liability company (the "Buyer"), and Quantum Corporation, a Delaware corporation ("Quantum").

RECITALS:

A. Seller, Cushman & Wakefield Net Lease Trust, Inc., a Maryland corporation ("C&W") and Quantum entered into that certain Agreement for Purchase and Sale of Real Property dated as of November 18, 2005, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated as of December 19, 2005, as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Property dated as of December 29, 2005, as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Property dated as of January 5, 2006, as further amended by that certain Fourth Amendment to Agreement for Purchase and Sale of Real Property dated as of January 11, 2006, as assigned by C&W to Buyer pursuant to that certain Assignment and Assumption of Agreement for Purchase and Sale of Real Property dated as of January 11, 2006 (as amended and assigned, the "Agreement"), concerning the Property, as defined therein. Unless otherwise defined herein, all initially capitalized terms have the meanings assigned to such terms in the Agreement.

B. Seller, Buyer and Quantum have agreed to modify the Agreement in certain respects, all as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties do hereby agree as follows:

1. Amended Definitions. The following definitions set forth in the Agreement are hereby amended as follows:

a. Required Closing Date. The definition of Required Closing Date set forth in Section 1.U. of the Agreement is hereby amended by deleting it in its entirety and substituting in place thereof the following text:

"Required Closing Date means February 3, 2006, or such earlier or later date as may be agreed by the parties."

2. Miscellaneous. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

Signatures to Follow

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

SELLER:

SELCO SERVICE CORPORATION,
an Ohio corporation

By: /s/ DONALD C. DAVIS
Name: Donald C. Davis
Title: Vice President

BUYER:

CS/FEDERAL DRIVE LLC,
a Delaware limited liability company

By: CWNLT Federal Drive LLC,
its manager

By: Cushman & Wakefield Net Lease Operating Partnership, L.P., its manager

By: Cushman & Wakefield Net Lease Trust, Inc., its general partner

By: /s/ DAVID H. WENK
Name: David H. Wenk
Title: Vice President

QUANTUM:

QUANTUM CORPORATION,
A Delaware corporation

By: /s/ MARY SPRINGER
Name: Mary Springer
Title: Treasurer

SIXTH AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS SIXTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Amendment") is made as of this 2nd day of February, 2006, by and among SELCO Service Corporation, an Ohio corporation (the "Seller"), CS/Federal Drive LLC, a Delaware limited liability company (the "Buyer"), and Quantum Corporation, a Delaware corporation ("Quantum").

RECITALS:

A. Seller, Cushman & Wakefield Net Lease Trust, Inc., a Maryland corporation ("C&W") and Quantum entered into that certain Agreement for Purchase and Sale of Real Property dated as of November 18, 2005, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated as of December 19, 2005, as further amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Property dated as of December 29, 2005, as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Property dated as of January 5, 2006, as further amended by that certain Fourth Amendment to Agreement for Purchase and Sale of Real Property dated as of January 11, 2006, as assigned by C&W to Buyer pursuant to that certain Assignment and Assumption of Agreement for Purchase and Sale of Real Property dated as of January 11, 2006, as further amended by that certain Fifth Amendment to Agreement for Purchase and Sale of Real Property dated as of January 27, 2006 (as amended and assigned, the "Agreement"), concerning the Property, as defined therein. Unless otherwise defined herein, all initially capitalized terms have the meanings assigned to such terms in the Agreement.

B. Seller, Buyer and Quantum have agreed to modify the Agreement in certain respects, all as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties do hereby agree as follows:

1. Amended Definitions. The following definitions set forth in the Agreement are hereby amended as follows:

a. Required Closing Date. The definition of Required Closing Date set forth in Section 1.U. of the Agreement is hereby amended by deleting it in its entirety and substituting in place thereof the following text:

Required Closing Date means February 6, 2006, or such earlier or later date as may be agreed by the parties."

2. Miscellaneous. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

Signatures to Follow

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

SELLER:

SELCO SERVICE CORPORATION,
an Ohio corporation

By: /s/ DONALD C. DAVIS
Name: Donald C. Davis
Title: Vice President

BUYER:

CS/FEDERAL DRIVE LLC,
a Delaware limited liability company

By: CWNLT Federal Drive LLC,
its manager

Cushman & Wakefield Net
By: Lease
Operating Partnership, L.P.,
its manager

By: Cushman & Wakefield
Net Lease Trust, Inc.,
its general partner

By: /s/ DAVID H. WENK
Name: David H. Wenk
Title: Vice President

QUANTUM:

QUANTUM CORPORATION,
A Delaware corporation

By: /s/ MARY SPRINGER
Name: Mary Springer
Title: Treasurer

LEASE AGREEMENT

Between

CS/FEDERAL DRIVE AB LLC

as Landlord

and

QUANTUM CORPORATION

as Tenant

Dated as of February 6, 2006

(Building A -- 10125 Federal Drive, Colorado Springs, Colorado)

BASIC LEASE INFORMATION

Date of Lease: February 6, 2006

Landlord: CS/Federal Drive AB LLC

Tenant: Quantum Corporation

Commencement Date: February 6, 2006

Lease Expiration Date: February 28, 2021, subject to the Renewal Terms

Building: Building located at 10125 Federal Drive, Colorado Springs, Colorado containing approximately 191,181 rentable square feet, commonly known as "Building A".

Campus: The land, buildings and improvements located at 10125, 10205 and 10285 Federal Drive, Colorado Springs, Colorado. The building located at 10205 Federal Drive contains approximately 92,985 rentable square feet and is commonly known as "Building B". The building located at 10285 Federal Drive contains approximately 122,041 rentable square feet and is commonly known as "Building C".

Lot: The land on which Building A and Building B are located, as more particularly described in Exhibit A-2.

<u>Fixed Rent:</u>	<u>Lease Year</u>	<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
	1	2/06/06 - 2/28/07	\$2,068,617	\$172,384.76
	2	3/01/07 - 2/29/08	\$2,109,989	\$175,832.45
	3	3/01/08 - 2/28/09	\$2,152,189	\$179,349.09
	4	3/01/09 - 2/28/10	\$2,195,233	\$182,936.08
	5	3/01/10 - 2/28/11	\$2,239,138	\$186,594.80

For each Lease Year during the Term commencing with the sixth (6th) Lease Year, Fixed Rent per annum shall be increased each Lease Year above the Fixed Rent per annum for the immediately prior Lease Year by an amount equal to the aggregate

percentage increase in the CPI (hereinafter defined) from the first day of the prior Lease Year through the last day of the prior Lease Year, using the CPI on, or closest to, the first day of the prior Lease Year as the base index and the CPI on, or closest to, the last day of the last month of the prior Lease Year as the comparative index, but in no event shall the Fixed Rent for each such successive Lease Year be less than the Fixed Rent per annum payable for the prior Lease Year. For purposes of the calculation of Fixed Rent, in the event the aggregate percentage increase in the CPI for any period of calculation shall be a negative number, the aggregate percentage increase in the CPI for such period shall be deemed to be zero, such that the Fixed Rent per annum for such new Lease Year shall remain the same as for the immediately prior Lease Year.

Until such time as the aggregate percentage increase in the CPI shall have been determined by Landlord for the applicable new Lease Year, Tenant shall continue paying Fixed Rent in the per annum amount for the immediately prior Lease Year, and Tenant shall pay Landlord the amount of any deficiency in Fixed Rent payments within fifteen (15) days after notice from Landlord to Tenant of the applicable percentage increase in the CPI and Fixed Rent calculation for the new Lease Year.

Renewal Terms: Three (3) consecutive periods of five (5) years each

Landlord's Wire Transfer Address: Wachovia Bank, NA
ABA # 053-000-219
Acct Name- Incoming wire account
Acct # 50775-94-01-1216
Ref Loan # (must be included on wire)- 502854498

Fixed Rent Payment due on Commencement Date \$141,601.76

Related Leases: (i) Lease Agreement originally between Landlord (or its affiliate), as landlord, and Tenant, as tenant, of even date herewith pertaining to all or a portion of Building B and the land on which it is located and (ii) Lease Agreement originally between Landlord (or its affiliate), as landlord, and Tenant, as tenant, of even date herewith pertaining to all or a portion of Building C and the land on which it is located, as the same may be amended, modified or assigned from time to time.

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THIS LEASE AGREEMENT, is made and entered into as of the date set forth in the Basic Lease Information (this lease agreement, together with all amendments and supplements hereto, this "**Lease**"), by and between CS/Federal Drive AB LLC, a Delaware limited liability company, having an address at c/o Cushman & Wakefield Net Lease Trust, Inc., 51 West 52nd Street, New York, NY 10012 (together with any successor or assigns, hereinafter called the "**Landlord**") and Quantum Corporation, a Delaware corporation, having an address at 1650 Technology Drive, Suite 800, San Jose, CA 95110 (together with any successor or assign permitted by this Lease, hereinafter collectively called the "**Tenant**").

1. DEFINITIONS

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

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

"Affiliates" means Persons (other than individuals) controlled by, controlling, or under common control with Tenant.

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

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

"Building" is defined and shall have the meaning specified in the Basic Lease Information.

"Campus" is defined and shall have the meaning specified in the Basic Lease Information.

"Casualty" shall mean any damage or destruction caused to the Premises by any reason, including fire.

"Casualty Repair" is defined in paragraph 10(a) of this Lease.

"Casualty Termination Date" is defined in paragraph 10(d) of this Lease.

"Casualty Threshold" is defined in paragraph 10(d) of this Lease.

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

“Commencement Date” is defined and shall have the meaning specified in the Basic Lease Information.

“Corporate Control Criteria” means Transferee has a Credit Rating of both “BB-” or higher from S&P and “B2” or higher from Moody’s, in each case for the twenty-four (24) consecutive calendar month period prior to a Permitted Transfer and as of the date of the Permitted Transfer.

“Corporate Control Event” means any of the following: (i) a merger or consolidation of Tenant with or into another entity, (ii) the sale of all or substantially all the assets of Tenant to any party, (iii) any one Person acquiring 50% or more of publicly traded common stock, voting securities or economic benefits and burdens (including distributions) of Tenant within any twelve month period, or (iv) a change in 50% or more of Tenant’s Board of Directors in any 12 month period.

“CPI” means the Consumer Price Index for “All Urban Consumers (CPI-U) for the U.S. City Average for All Items” (1982-84 = 100) published monthly by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics changes the base period for computing the CPI or otherwise revises the manner in which the CPI is determined, an adjustment shall be made in the revised index which would produce results equivalent, as nearly as possible, to those which would be obtained hereunder if the CPI were not so revised. If the CPI becomes unavailable because publication is discontinued or otherwise, there shall be substituted therefor a comparable index, reasonably designated by Landlord, based upon changes in the cost of living or the purchasing power of the consumer dollar, published by an agency of the federal government or in the absence thereof, by a nationally recognized financial reporting service.

“Credit Rating” means the senior unsecured debt rating issued by S&P and Moody’s or if either or both no longer exist or no longer issue ratings then, for either or both as so applicable, an Alternative Credit Rating Agency. All references to specific levels of a Credit Rating mean such rating with a “stable” or “positive” outlook, but not a “negative” outlook or “on watch” associated with such rating.

“Environmental Laws” is defined in paragraph 26(b) of this Lease.

“Equipment” means the equipment necessary for the operation, maintenance or repair of the Improvements, all of which are owned by Landlord, including, without limitation, those items listed on Exhibit B-1.

“Event of Default” is defined in paragraph 15 of this Lease.

“Fair Market Rental Value of the Premises” shall mean the rent that would be paid by a willing tenant and accepted by a willing landlord in an arm length’s lease of the Premises in which neither party is under any compulsion to lease, but without consideration of any concessions, allowances or other inducements then normally being offered to prospective tenants. Fair Market Rental Value shall be determined by the appraisal process set forth in Exhibit E.

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“Fixed Rent” is defined in paragraph 5 of this Lease.

“Hazardous Materials” is defined in paragraph 26(b) of this Lease.

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

“Improvements” means all of the buildings (including the Building), structures, improvements, equipment, and all building fixtures therein (including parking areas, and driveways) now or hereafter located on the Land, other than and specifically excluding Tenant’s Trade Fixtures.

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

“Indemnified Partner” is defined in paragraph 26(c) of this Lease.

“Initial Appraiser” is defined in Exhibit E of this Lease.

“Initial Valuation” is defined in Exhibit E of this Lease.

“Land” means the title and interest of Landlord in and to the parcel(s) of real estate described on the sketch plan attached as Exhibit A-1 hereto, and any land lying in the bed of any existing dedicated street, road or alley adjoining thereto, all strips and gores adjoining thereto, and all rights, ways, easements, privileges and appurtenances thereunto belonging.

“Landlord” is defined in the first paragraph of this Lease.

“Lease” is defined in the first paragraph of this Lease.

“Lease Expiration Date” is defined and shall have the meaning specified in the Basic Lease Information.

“Lease Year” or **“Lease Years”** shall mean each twelve (12) month period beginning on the first day of the calendar month immediately following the month in which the Commencement Date occurs and each twelve (12) month period thereafter beginning on the anniversary of the first day of the calendar month immediately following the month in which the Commencement Date occurs provided, however, the first “Lease Year” shall include the number of days from the Commencement Date through the last day of the calendar month in which the Commencement Date occurs.

“Legal Requirements” is defined in paragraph 12 of this Lease.

“Lien” shall mean any lien, mortgage, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that

has the practical effect of creating a security interest, including any arising under any conditional sale agreement, capital lease or other title retention agreement.

“Lot” is defined and shall have the meaning specified in the Basic Lease Information.

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“Moody’s” means Moody’s Investors Services, Inc. and its successors.

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

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

“Net Casualty Proceeds” shall mean the compensation and/or insurance payments net of the reasonable expenses of collecting such amounts incurred by Landlord, any Mortgagee, or Tenant, and received by any Mortgagee, Landlord or Tenant in respect of any portion of the Premises by reason of and on account of a fire or other Casualty.

“Other Taxes” is defined in paragraph 6(b) of this Lease.

“Overdue Rate” means the greater of: (x) ten percent (10%) per annum or (y) the sum of five percent (5%) plus the prime interest rate as reported from time to time in The Wall Street Journal, but in any event, if lower, the maximum annual interest rate allowed by law for business loans (not primarily for personal, family or household purposes); provided, however, if The Wall Street Journal is no longer in existence or ceases to publish such information, Landlord shall use the prime interest rate as reported in a comparable publicly available publication selected by Landlord in its sole, but good faith, discretion.

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

“Permitted Encumbrances” means:

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

(b) The easements, rights-of-way, encroachments, encumbrances, restrictive covenants or other matters affecting the title to the Premises or any part thereof set forth on Exhibit C attached hereto;

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

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

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

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“Permitted Transfer” is defined in paragraph 25 of this Lease.

“Premises” is defined in paragraph 2(a) of this Lease.

“Primary Term” is defined in paragraph 4 of this Lease.

“Proceeds Trustee” shall mean a federally insured bank or trust company designated by Landlord, subject to the prior written approval of Tenant, such approval not to be unreasonably withheld, delayed, or conditioned; provided, however, if a Mortgage encumbers the Premises, the Mortgagee hereunder may, at its option, be appointed Proceeds Trustee for so long as such Mortgage remains outstanding.

“Prohibited Alterations” is defined in paragraph 23(a) of this Lease.

“Property Taxes” is defined in paragraph 6(a) of this Lease.

“Related Lease(s)” is defined and shall have the meaning specified in the Basic Lease Information.

“Rent” means Fixed Rent and Additional Rent.

“Renewal Term(s)” is defined in paragraph 4 of this Lease.

“Restoration Fund” is defined in paragraph 10 of this Lease.

“S&P” means Standard & Poor’s Rating Service and its successors or assigns.

“Site Assessments” is defined in paragraph 26(d) of this Lease.

“Site Reviewers” is defined in paragraph 26(d) of this Lease.

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

“Tenant” is defined in the first paragraph of this Lease.

“Tenant’s Campus Share” shall mean a fraction, (i) the numerator of which is the rentable area of the Building (presently 191,181 square feet) and (ii) the denominator of which is the rentable area of all buildings located on the Campus (presently 406,207 square feet). Accordingly, the Tenant’s Campus Share as of the Commencement Date is 47.06%.

“Tenant’s Lot Share” shall mean a fraction, (i) the numerator of which is the rentable area of the Building (presently 191,181 square feet) and (ii) the denominator of which is the rentable area of Buildings “A” and “B” on the Lot (presently 284,166 square feet). Accordingly, Tenant’s Lot Share as of the Commencement Date is 67.28%.

“Tenant’s Trade Fixtures” means (i) the items of unaffixed tangible personal property of Tenant and (ii) trade fixtures of Tenant that are located on the Premises on the Commencement Date and specifically listed on Exhibit B-2 hereto, together with items of

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tangible personal property and trade fixtures owned by Tenant brought on to the Premises following the Commencement Date and which are easily movable and not affixed to the Premises, but specifically excluding the Equipment.

“Term” means the Primary Term and any Renewal Terms.

“Termination Date” is defined in paragraph 14 of this Lease.

“Third Appraiser” is defined in Exhibit E of this Lease.

“Third Valuation” is defined in Exhibit E of this Lease.

“Transferee” is defined in paragraph 25(a) of this Lease.

“Treasury Rate” means the yield to maturity of a debt obligation of the United States Treasury having a maturity date closest to but not earlier than the then-existing remaining Term of the Lease and, if more than one have been issued with such maturity date, then using the debt obligation first issued on or closest to the date of any termination by Landlord under this Lease.

“Valuation Notice” is defined in Exhibit E of this Lease.

“Valuation Period” is defined in Exhibit E of this Lease.

2. DEMISE OF PREMISES; QUIET ENJOYMENT

(a) Landlord hereby demises and leases to Tenant and Tenant hereby leases and rents from Landlord the Premises, IN ITS “AS IS” CONDITION, SUBJECT TO (A) THE EXISTING STATE OF TITLE (INCLUDING, WITHOUT LIMITATION, PERMITTED ENCUMBRANCES), (B) THE RIGHTS OF PARTIES IN POSSESSION, (C) ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION OF THE PREMISES MIGHT SHOW, AND (D) ALL APPLICABLE LEGAL REQUIREMENTS (AS HEREINAFTER DEFINED), INCLUDING, WITHOUT LIMITATION, ANY VIOLATIONS OF LEGAL REQUIREMENTS WHICH MAY EXIST ON THE DATE HEREOF (AND WITHOUT EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR COVENANT OF LANDLORD WHATSOEVER WITH RESPECT TO THE PREMISES (OR ANY PART THEREOF) OR THE VALUE, HABITABILITY, DESIGN, OPERATION, QUALITY, REPAIR OR FITNESS OF THE PREMISES FOR A PARTICULAR USE, OR TITLE THERETO, OR PERMITTED USES, ALL SUCH WARRANTIES BEING HEREBY DISCLAIMED BY LANDLORD AND WAIVED AND RENOUNCED BY TENANT), AND LANDLORD SHALL NOT BE LIABLE FOR ANY LATENT, HIDDEN, OR PATENT DEFECT THEREIN OR THE FAILURE OF THE PREMISES, OR ANY PARTY THEREOF, TO COMPLY WITH ANY LEGAL REQUIREMENT. The **“Premises”** consists of collectively, Landlord’s interest in the Land, the Equipment, the Improvements, together with any easements, rights, and appurtenances in connection therewith or belonging to said Land and Improvements. The Premises is part of the Lot and the Campus. For the avoidance of doubt, Tenant’s obligations and covenants with respect to “Premises” under this Lease, includes, without limitation, all obligations and covenants relating to the Lot and/or the Campus as a whole which are allocable to the Premises. No easement for light, air or view is included with or appurtenant

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to the Premises. The foregoing disclaimer in this paragraph 2(a) has been negotiated by Landlord and Tenant, each being represented by independent counsel, and is intended as a complete negation of any representation, warranty or covenant by Landlord, express or implied, with respect to the condition, quality, repair, or fitness of the Premises for a particular use, or title thereto, or permitted uses. Tenant shall, in no event, have any recourse against Landlord for any defect in or exception to title to the Premises.

(b) Tenant hereby, agrees that the execution and delivery by Tenant of this Lease, shall, without further act, constitute the irrevocable acceptance by Tenant of the Premises. Landlord covenants with Tenant that, upon the payment of the Fixed Rent and Additional Rent and the performance of all the terms of this Lease to be performed by Tenant, Tenant shall, at all times during the Term, peaceably and quietly enjoy the Premises without any disturbance from Landlord or from any Person claiming by, through, or under Landlord with respect to matters arising from and after the first day of the Term. Exercise by Landlord of its rights to come upon the Premises as set forth in this Lease shall not constitute a violation of this paragraph. Tenant expressly waives and releases Landlord from any common law or statutory covenant of quiet enjoyment.

3. USE

Tenant shall, subject to applicable Legal Requirements (as hereinafter defined), including without limitation, zoning regulations, ordinances and restrictions, and any recorded covenants, conditions, easements, agreements, encumbrances or restrictions in the public records (including, without limitation, those set forth on Exhibit C attached hereto), and subject to applicable insurance requirements, use and occupy the Premises only for, to the extent lawful, general and administrative offices, test labs, and manufacturing, configuration and warehouse use, and for no other use or purpose. Tenant shall not use, suffer or permit the Premises, or any portion thereof, to be used by Tenant, any third party or the public, as such, without restriction or in such manner as might adversely affect Landlord's title to or interest in the Premises, or in such manner as might make possible a claim or claims of adverse possession by the public, as such, or third Persons against Landlord's title to or interest in the Premises, or of implied dedication of the Premises, or any portion thereof. Tenant shall not commit or permit any waste of the Premises or any part thereof.

4. TERM

(a) The primary term of this Lease (the "**Primary Term**") shall be for a period of approximately fifteen (15) years, beginning on the Commencement Date and ending on the Lease Expiration Date.

(b) Unless the Term of this Lease shall have expired or been terminated pursuant to any provision hereof, and so long as no Event of Default exists at the time of exercise or on the date such Renewal Term commences, Tenant shall have the right to extend the Term for three (3) consecutive extension periods of five (5) years each (each, a "**Renewal Term**," and, collectively, the "**Renewal Terms**"), upon the terms and conditions set forth in this Section 4(b). The annual Fixed Rent for each Renewal Term shall be ninety-five percent (95%) of the Fair Market Rental Value of the Premises as of the first day of the Renewal Term in question, as determined pursuant to Exhibit E; provided, however, that notwithstanding anything to the contrary herein,

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the Fixed Rent of the Premises during each such Renewal Term shall not be less than the Fixed Rent payable by Tenant during the Lease Year immediately prior to the applicable Renewal Term. Except as otherwise provided in this Lease, each Renewal Term shall be upon the same terms, covenants and conditions contained in this Lease. If Tenant elects to exercise its right to extend the Term for a Renewal Term, Tenant shall do so by notifying Landlord, in writing, of its election to exercise the right on or before the date that is eighteen (18) months prior to the commencement of such Renewal Term, time being of the essence.

5. RENTAL

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

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

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

(b) It is the intention of Landlord and Tenant that the Fixed Rent payable by Tenant to Landlord during the entire Term of this Lease shall be absolutely net of all costs and expenses incurred in connection with the management, operation, maintenance and repair of the Premises in accordance with this Lease except as expressly provided in paragraph 9(b) of this Lease. Except as expressly set forth in paragraph 9(b) of this Lease, Landlord shall have no obligations or liabilities whatsoever with respect to the management, operation, maintenance or repair of the Premises during the Term of this Lease, and Tenant shall manage, operate, maintain and repair the Premises in accordance with this Lease and shall pay all costs and expenses incurred in connection therewith before such costs or expenses become delinquent. Without limiting the generality of the foregoing, throughout the entire Term of this Lease, Tenant shall pay, as Additional Rent, all premiums for all property and liability insurance covering the Premises required under this Lease, all Property Taxes (as defined in paragraph 6(a)) and all Other Taxes (as defined in paragraph 6(b)) that accrue during or are allocable to the Term of this Lease, and for Property Taxes and Other Taxes, allocable for any period of time prior to the Term of this Lease.

(c) Tenant shall pay all Fixed Rent to Landlord, in advance, on or before the first day of each and every calendar month during the Term of this Lease (other than the payment due on the Commencement Date which is due as set forth in the Basic Lease Information) without notice, by wire transfer or other electronic means (or otherwise so there are collected funds available to Landlord on the due date). Interest at the Overdue Rate shall accrue on unpaid Fixed Rent from the due date thereof to the date of actual payment. If the Fixed Rent is paid after its due date, a late charge of five percent (5%) of the delinquent amount shall be due and payable; provided, however, that no late charge shall be imposed for the first late payment during the Term, if Tenant cures the delinquency within three (3) business days of its delinquency. Tenant shall pay to Landlord or the Person entitled thereto all Additional Rent when due. Tenant shall pay all

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Rent to Landlord without notice, demand, deduction or offset, in lawful money of the United States of America, to the wire transfer address of Landlord specified in the Basic Lease Information, or to such other accounts and/or Person or Persons or at such other place or places as Landlord may from time to time designate in writing. If Tenant fails to pay any Additional Rent when due, Landlord shall have all rights, powers and remedies provided for this Lease or by law or equity or otherwise in the case of nonpayment of Fixed Rent. In the event of any failure on the part of Tenant to pay and discharge any Additional Rent as and when due, Tenant shall promptly pay and discharge any fee, penalty, interest or cost which may be assessed or added by applicable Legal Requirements or under any agreement with a third Person for non-payment or late payment of such Additional Rent, all of which shall also constitute Additional Rent.

(d) Neither Tenant's inability or failure to take possession of all or any portion of the Premises for any reason whatsoever, shall delay or otherwise

affect Tenant's obligation to pay Rent for the Premises from and after the Commencement Date.

6. TAXES

(a) Tenant shall pay, as Additional Rent, all Property Taxes prior to the assessment of any interest or penalty for late payment provided, however, if Landlord or Mortgagee is holding Tenant's estimated payments thereof pursuant to paragraph 6(f) below, Landlord or Mortgagee shall instead make such payments upon Tenant's behalf solely to the extent of such estimated payments, and subject to the rights of Mortgagee thereto. "**Property Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges (and any tax, assessment, excise, levy, municipal service fee, fee or charge levied wholly or partly in lieu thereof or as a substitute thereof or as an addition thereto) of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority on or against, or otherwise with respect to, or which are allocable to, the Premises or any part thereof or any personal property used in connection with the Premises. For this avoidance of doubt, "Property Taxes" shall include Tenant's Lot Share of such amounts allocable to the Lot and/or the Buildings thereon as a whole and Tenant's Campus Share of such amounts allocable to the Campus as a whole. "Property Taxes" shall not include net income, franchise, transfer or inheritance taxes of Landlord, except to the extent levied or assessed against Landlord as a substitute in whole or in part for any Property Taxes.

(b) Tenant shall pay, as Additional Rent, all Other Taxes prior to the assessment of any interest or penalty for late payment; provided, however, if Landlord or Mortgagee is holding Tenant's estimated payments thereof pursuant to paragraph 6(f) below, Landlord or Mortgagee shall instead make such payments upon Tenant's behalf solely to the extent of such estimated payments, and subject to the rights of Mortgagee thereto. "**Other Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges, including all payments related to the cost or occupation of providing facilities or services, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed (x) pursuant to any agreement described in item (b) of the definition of Permitted Encumbrances or (y) by any public or government authority upon, or measured by, or reasonably attributable or

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allocable to (i) the Premises, (ii) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises (including, without limitation, Tenant's Trade Fixtures) or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord, (iii) any Rent payable under this Lease, including any gross income tax or excise tax levied by any public or government authority with respect to the receipt of any such Rent but only to the extent that such taxes are in lieu of or a substitute for any Property Taxes, (iv) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or (v) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. For the avoidance of doubt, "Other Taxes" shall include Tenant's Lot Share of such amounts allocable to the Lot and/or the Buildings thereon as a whole and Tenant's Campus Share of such amounts allocable to the Campus as a whole. "Other Taxes" shall not include net income, franchise, transfer, or inheritance taxes of Landlord except to the extent levied or assessed against Landlord in whole or in part in lieu of, as a substitute for, or as an addition to any Other Taxes.

(c) Except for any tax on the net income derived from the Fixed Rent, if at any time during the Term, any method of taxation shall be such that there shall be levied, assessed or imposed on the Landlord, or on the Fixed Rent or Additional Rent, or on the Premises, or any portion thereof, or any portion of the Lot or the Campus allocable to the Premises, a capital levy, gross receipts tax, occupational license tax or other tax on the Rents received therefrom, or a franchise tax, or an assessment, gross receipts levy or charge measured by or based in whole or in part upon such gross Rents, Tenant, to the extent permitted by law, covenants to pay and discharge the same, it being the intention of the parties hereto that the Fixed Rent to be paid hereunder shall be paid to Landlord absolutely net without deduction or charge of any nature whatsoever, foreseeable or unforeseeable, ordinary or extraordinary, or of any nature, kind, or description.

(d) Tenant covenants to furnish Landlord, promptly following payment by Tenant (and in any event within fifteen (15) days after Landlord's request), official receipts of the appropriate taxing authority, if any, or other appropriate proof reasonably satisfactory to Landlord, evidencing the payment of all Impositions. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition may be relied upon by Landlord as sufficient evidence that such Imposition is due and unpaid at the time of making or issuance of such certificate, advice or bill.

(e) So long as no Event of Default exists, Tenant shall have the right to contest the amount or validity, in whole or in part, of any Property Tax or Other Tax assessed against the Premises or any portion thereof or to seek a reduction in the valuation of the Premises as assessed for real estate property tax purposes by appropriate proceedings diligently conducted in good faith (but only after payment of such Property Tax or Other Tax). Landlord shall not be required to join in any proceeding referred to in this subparagraph (e) unless required by law, in which event Landlord shall, upon written request by Tenant, join in such proceedings or permit the same to be brought in its name, all at Tenant's expense. Landlord agrees to provide, at Tenant's expense, whatever assistance Tenant may reasonably require in connection with any such contest. Tenant covenants that Landlord shall not suffer or sustain any costs or expenses (including counsel fees) or any liability in connection with any such proceeding. No such contest may be prosecuted if it

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could subject Landlord to any civil liability or the risk of any criminal liability or otherwise adversely affect Landlord, the Premises or the Campus or if the contest relates to or could affect any period after the expiration of the Term. Tenant shall indemnify and defend Landlord against and save Landlord and the Premises, and any portion thereof, harmless from and against all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including attorney's fees, to the extent resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such Property Tax or Other Tax or valuation proceeding.

(f) Upon Landlord's request, Tenant shall pay to Landlord (or its Mortgagee, if so requested) on the first day of each calendar month an amount equal to one twelfth (1/12) of the Property Taxes and Other Taxes thereafter due and payable, as reasonably estimated by Landlord on the basis of

assessments and bills and estimates thereof. Such amounts shall be held by Landlord or Mortgagee, without interest, and shall not be deemed to be trust funds and may be commingled with the general funds of Landlord or Mortgagee. Landlord shall apply such amounts paid by Tenant under this paragraph 6(f) to the payment before delinquency of the Property Taxes and Other Taxes, subject to any rights of the Mortgagee thereto. If at any time the amount on deposit pursuant to this paragraph 6(f) shall be less than the amount reasonably deemed necessary by Landlord to pay such Property Taxes or Other Taxes as they become due, Tenant shall pay to Landlord the amount necessary to make the deficiency within fifteen (15) days after notice from Landlord requesting payment thereof.

(g) So long as no Event of Default exists (and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default), Landlord will, within thirty (30) days after receipt, reimburse Tenant for its share of any refund of Property Tax or Other Tax received by Landlord (net of any amounts then due Landlord and net of amounts incurred by Landlord in connection with such tax contest) as a result of any tax contest relating to the Term. Landlord reserves the right to contest the amount or validity, in whole or in part, of any Property Tax or Other Tax or to seek a reduction in the valuation of the Premises as assessed for real estate property tax purposes.

7. NET LEASE; NON-TERMINABILITY

(a) This is an absolutely net lease and the Fixed Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice, demand, set-off, counterclaim, abatement, suspension, deduction or defense. It is the intention of the parties hereto that the Fixed Rent shall be an absolutely net return to Landlord throughout the Term of this Lease. In order that such Rent shall be absolutely net to Landlord, except as otherwise expressly provided in paragraph 9(b) of this Lease, Tenant shall pay when due, and save Landlord harmless from and against, any and all costs, charges and expenses attributable to the Premises, including each fine, fee, penalty, charge (including governmental charges), assessments, sewer rent, Impositions, insurance premiums as may be required from time to time by Landlord or Mortgagee, utility expenses, carrying charges, costs, expenses and obligations of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, the payment for which Landlord or Tenant is, or shall become liable by reason of any rights or interest of Landlord or Tenant in, to or under the Premises or this Lease or in any manner relating to the ownership, leasing, operation, management, maintenance, repair, rebuilding, use or occupation of the Premises, or of any portion thereof.

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(b) This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, except as expressly provided in paragraphs 10 and 14, nor shall Tenant be entitled to any abatement, suspension, deferment or reduction of, or setoff, counterclaim or defense with respect to, Rent hereunder except as expressly provided in paragraphs 10 and 14, nor shall the obligations of Tenant under this Lease be affected, by reason of (i) any damage to or destruction of all or any part of the Premises from whatever cause; (ii) subject to paragraph 14, the taking of the Premises or any portion thereof by condemnation, requisition or eminent domain proceedings; (iii) the prohibition, limitation or restriction of or interference with Tenant's use of all or any part of the Premises, or any interference with such use; (iv) any eviction by paramount title or otherwise; (v) Tenant's acquisition or ownership of all or any part of the Premises otherwise than as expressly provided herein; (vi) any default on the part of Landlord under this Lease, the Related Leases or under any other agreement to which Landlord and Tenant may be parties; (vii) any defect in the condition, merchantability, design, construction, quality or fitness for use of the Premises or any part thereof, or the failure of the Premises to comply with all Legal Requirements, including any inability to occupy or use the Premises by reason of such non-compliance; (viii) any defect in title to or rights to the Premises or any lien on such title or rights or on the Premises; (ix) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceedings relating to Tenant, Landlord, or any other Person, or any action taken with respect to this Lease by any trustee or receiver of Tenant, Landlord, or any other Person, or by any court, in any such proceeding; (x) any claim that Tenant has or might have against any Person, including without limitation Landlord, any vendor, manufacturer, contractor of or for the Premises; (xi) any invalidity or unenforceability or illegality or disaffirmance of this Lease or against or by Tenant or any provision hereof; (xii) the impossibility or illegality of performance by Tenant, Landlord or both; (xiii) any action by any court, administrative agency or other governmental authority, or (xiv) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Fixed Rent, the Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected unless the requirement to pay or perform the same shall have been terminated pursuant to any express provision of this Lease. Tenant agrees that Tenant will not be relieved of the obligations to pay the Fixed Rent or any Additional Rent in case of damage to or destruction of the Premises.

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

(d) Tenant waives all rights which may now or hereafter be conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of, or setoff, counterclaim or defense with respect to, the Fixed Rent, Additional Rent or any other sums payable under this Lease. Tenant shall remain obligated under this Lease in accordance with its terms and Tenant hereby waives any and all rights now or hereafter conferred by statute or otherwise to modify or to avoid strict compliance

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with its obligations under this Lease. Notwithstanding any such statute or otherwise, Tenant shall be bound by all of the terms and conditions contained in this Lease.

8. SERVICES

Tenant shall, at Tenant's sole cost and expense, supply the Premises with electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, window washing, security service, janitor, pest control and disposal services (including hazardous and biological waste disposal), and such other services as Tenant determines to furnish to the Premises. Landlord shall not be in

default hereunder or be liable for any damage or loss directly or indirectly resulting from, nor shall the Fixed Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in furnishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Landlord or Tenant or by the making of repairs or improvements to the Premises, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Premises, whether such results from mandatory governmental restriction or voluntary compliance with governmental guidelines. Tenant shall pay the full cost of all of the foregoing services and all other utilities and services supplied to the Premises as Additional Rent.

9. REPAIRS AND MAINTENANCE; REPLACEMENT

(a) Tenant shall, at its own sole cost and expense, keep the Premises, including all portions thereof, in good order and condition as a first class commercial property at all times on and after Commencement Date to and including the date of the termination of the Term, by lapse of time or otherwise. Tenant acknowledges the deferred maintenance items and other items requiring repair existing as of the Commencement Date as set forth on Exhibit E, and Tenant agrees, at its sole cost and expense, to repair all of the same to the “good order and condition” standard set forth in the prior sentence on or before July 31, 2006. Except as expressly provided otherwise in paragraph 9(b) below, Tenant shall timely and properly maintain, repair and replace all of the Premises and all its component parts, including parking lot surface and stripes, all landscaping, mechanical systems, electrical and lighting systems, plumbing and sewage systems, fixtures and appurtenances, interior walls, columns and floors, and ceilings, so as to preserve and protect the useful life, utility and value of such components, and in all events so as to preserve the effectiveness of any warranty relating thereto, such repairs and replacements to be at least in quality and class to the original work. If any building system or component shall become obsolete, non-functional, or uneconomic to repair, Tenant shall remove such item from the Premises and, promptly replace it with an item of comparable initial value and function. Promptly upon installation of any equipment, which is not Tenant’s Trade Fixtures, Tenant shall deliver to Landlord the original warranty (which shall specify Landlord as the owner of the equipment and Tenant’s having a non-exclusive license and authority of Landlord solely to enforce such warranty during the Term of the Lease) relating to such equipment. Within thirty (30) days following Landlord’s written request therefor, Tenant shall deliver to Landlord a written statement showing all removals and replacements of such systems or components since the last such report, including manufacturers, model numbers, and serial numbers. Landlord may, upon two (2) business days’ prior notice (except that no notice shall be required if an Event of

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Default exists), cause independent private inspectors to make inspections of any building and building systems on the Premises or segments thereof to determine Tenant’s compliance under this paragraph 9. If such inspection by Landlord reveals that the Premises, or any portion thereof, including any equipment thereon, is not in the condition required by this Lease in any material respect, then Tenant shall pay for such additional inspections performed by Landlord through the inspection approving the condition of such Premises as being in conformity with the Lease. In addition, Tenant shall pay the cost of any such inspection at the Premises by or on behalf of Landlord while an Event of Default exists. Tenant shall not take, or cause or permit to be taken, any action that would limit or void the effectiveness of any warranty or guaranty relating to the roof, foundation or exterior walls of the Building.

(b) Except as provided in paragraph 10 and 14 and unless due to the negligence, willful misconduct or breach of any provision of this Lease (including the last sentence of Section 9(a)) of or by Tenant or the Persons claiming by, through or under Tenant, Landlord shall maintain, repair and replace the roof, foundation and exterior walls of the Building in good order and condition as a first class commercial property at all times on and after Commencement Date to and including the date of the termination of the Term. Landlord may, upon one business (1) day notice to Tenant (except in the case of emergency, in which case Tenant no notice shall be necessary), enter the Premises to perform such required maintenance and make such required repairs and replacements. Tenant shall cooperate with Landlord’s performance of its obligations under this paragraph 9(b) and, to the extent that the same have not been duly assigned to Landlord on the Commencement Date, shall duly assign all of Tenant’s right, title and interest in and to any warranties or guaranties pertaining to the roof, the foundation and/or the exterior walls of the Building.

(c) Landlord may, but is not required to, after one business (1) day notice to Tenant (except in the case of emergency, in which case no notice to Tenant shall be necessary), enter the Premises and make such repairs, alterations, improvements, additions, replacements or maintenance as Landlord deems necessary to cure any default of Tenant hereunder, and Tenant shall pay Landlord as Additional Rent forthwith (and in any event within thirty (30) days) after being billed for same by Landlord the cost thereof plus an administrative fee of three percent (3%) of such cost, which bill shall be accompanied by reasonably supporting documentation. Such amounts shall bear interest at the Overdue Rate from the date of expenditure by Landlord to the date of repayment by Tenant at the Overdue Rate.

(d) Except as expressly provided in paragraph 9(b) hereof, it is intended by Tenant and Landlord that Landlord shall have no obligation, in any manner whatsoever, to build any improvements on the Premises, to maintain or make any repairs, replacements, alterations or renewals of any nature or description to the Premises (or any equipment therein), whether structural or nonstructural, all of which obligations are intended, as between Landlord and Tenant, to be those of Tenant. Tenant expressly waives the benefit of any statute now or in the future in effect which would otherwise afford Tenant the right to make repairs at Landlord’s expense or to terminate this Lease because of Landlord’s failure to keep the Premises in good order, condition and repair.

(e) Tenant shall maintain at the Premises, and turn over to Landlord upon expiration or termination of this Lease, then current operating manuals and original warranties (to the extent applicable) for the equipment then located on the Premises.

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10. DESTRUCTION OF OR DAMAGE TO PREMISES

(a) If the Premises are damaged by fire or other Casualty during the Term of this Lease, then, except as expressly provided in paragraph 10(d), Tenant shall, at its expense, repair such damage and restore the Premises to substantially the same or better condition as existed before the occurrence of such fire or other Casualty using materials of the same or better grade than that of the materials being replaced (herein, a “**Casualty Repair**”) and this

Lease shall remain in full force and effect. Such repair and replacement by Tenant shall be done in accordance with paragraph 23 and the standards of paragraph 9 and Tenant shall, at its expense, obtain all permits required for such work. An architect or engineer selected by Landlord shall review, at Tenant's expense, all plans and specifications and all draw requests hereunder.

(b) In no event shall Fixed Rent or Additional Rent abate, nor shall this Lease terminate (except as expressly provided in paragraph 10(d)), by reason of such damage, destruction or other Casualty. Provided that no Event of Default by Tenant shall then exist under this Lease (and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default), and provided Tenant has (Tenant hereby covenanting to do so): (i) delivered to Landlord plans and specifications and a budget for such Casualty Repair (all of which Landlord shall have approved), and (ii) deposited with Landlord or the Proceeds Trustee cash in the sum equal to the excess, if any, of the total cost set forth in such approved budget over the amount of net insurance proceeds received on account of such Casualty, then Landlord shall make or shall cause to be made available to Tenant all net insurance proceeds actually received by Landlord on account of such Casualty, for application to the costs of such approved repair and restoration, as set forth below.

(c) For all Casualty Repairs, the following apply:

As used herein the "**Casualty Threshold**" means \$350,000. If the Net Casualty Proceeds in respect of the applicable fire or other Casualty are less than the Casualty Threshold, such Net Casualty Proceeds shall be paid to Tenant to apply to the cost of restoration. If the Net Casualty Proceeds in respect of the applicable fire or other Casualty are equal to or greater than the Casualty Threshold, such Net Casualty Proceeds shall be paid to the Proceeds Trustee (herein, together with amounts required to be deposited with Landlord or the Proceeds Trustee pursuant to paragraph 10(b), called the "**Restoration Fund**") for release to Tenant as restoration progresses, subject to and in accordance with paragraph 10(b). If Landlord mortgages the Premises with a Mortgage, the Mortgagee hereunder may, at its option be appointed Proceeds Trustee for so long as such Mortgage remains outstanding. Insurance proceeds shall be deposited in an interest bearing account and interest shall be distributed to Tenant upon completion of said installation, repair, replacement or rebuilding, provided no default has occurred and is continuing hereunder. All checks drawn on said account shall be signed by the Proceeds Trustee. Subject to Section 10(b) above, the Restoration Fund shall be disbursed to Tenant by the Proceeds Trustee under the following procedure, as said procedures may be modified to conform to the disbursement procedures set forth in the Mortgage or otherwise as may be reasonably requested by Landlord, Mortgagee and/or the Proceeds Trustee:

(i) Before commencing the Casualty Repair, the architects, general contractor(s), and plans and specifications for the Casualty Repair shall be approved by Landlord and

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Mortgagee, which approval shall not be unreasonably withheld, conditioned or delayed;

(ii) No more frequently than once per calendar month, Tenant may request that Landlord reimburse Tenant out of the Restoration Fund for costs incurred by Tenant for work in place to repair and restore the damaged portion of the Premises. Tenant's request shall contain a certification by Tenant's general contractor and architect that all work for which reimbursement is requested was performed in compliance with the plans and specifications approved by Landlord pursuant to paragraph 23 and all applicable Legal Requirements, and shall include reasonably satisfactory evidence of the costs incurred by Tenant and unconditional partial (as to the amount received compared to percentage completion) or final lien releases, as applicable, in form and substance required by applicable law executed by all mechanic's, materialmen, laborers, suppliers and contractors who performed any portion of the repair work or supplied materials included in the application;

(iii) At the time of any requested disbursement, no Event of Default (and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default) shall exist and no mechanics' or materialmen's liens shall have been filed and remain undischarged or unbonded;

(iv) Disbursements shall be made from time to time in an amount not exceeding the hard and soft cost of the work and costs incurred since the last disbursement upon receipt of (A) satisfactory evidence, including architects' certificates of the stage of completion, of the estimated costs of completion and of performance of the work to date in a good and workmanlike manner in accordance with the contracts, plans and specifications therefor, (B) partial releases of liens, if the same are obtainable or, if such partial releases are not obtainable, a lien bond or endorsements to Landlord's and Mortgagee's title insurance policies showing no exceptions for mechanics' or materialmen's or any similar liens, and (C) other reasonable evidence of cost and payment so that Landlord can verify that the amounts disbursed from time to time are represented by work that is completed in place or delivered to the site and free and clear of mechanics' lien claims;

(v) Each request for disbursement shall be accompanied by a certificate of Tenant describing the work, materials or other costs or expenses for which payment is requested, stating the cost incurred in connection therewith and stating that Tenant has not previously received payment for such work or expense and the certificate to be delivered by Tenant upon completion of the work shall, in addition, state that the work has been substantially completed and complies with the applicable requirements of this Lease;

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

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(vii) The Proceeds Trustee may retain ten percent (10%) of the Restoration Fund until the Casualty Repair is substantially complete;

(viii) At all times the undisbursed balance of the Restoration Fund held by Proceeds Trustee plus any funds contributed thereto by Tenant, at its option, shall be not less than the cost of completing the Casualty Repair, free and clear of all liens; and

(ix) Notwithstanding any contrary provision hereof, if an Event of Default or an event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default has occurred and is continuing, Landlord shall be entitled to retain any portion of the Restoration Fund and to apply the same to either repair the damages or to pay other amounts due Landlord hereunder or Mortgagee under the Mortgage, at Mortgagee's or, if there is then no Mortgagee, Landlord's sole option. No such retention by Landlord shall impose on Landlord any obligation to repair the Premises or relieve Tenant of its obligations to repair the Premises.

(d) If (i) fifty percent (50%) or more of the Premises shall have been substantially damaged or destroyed by a Casualty, (ii) Tenant determines that such Casualty has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business and (iii) the Casualty occurs during the last two (2) Lease Years of the then unexpired Term, then Tenant, in lieu of rebuilding as contemplated by paragraph 10(a), shall have the right to terminate this Lease by giving notice to Landlord of Tenant's election to do so within ninety (90) days after the date of such Casualty notice, together with an assignment to Lender and Mortgagee, as their interests may appear, of all of Tenant's right, title and interest in any insurance proceeds recovered or recoverable in respect of the Casualty, together with payment of the amounts of any applicable deductible, whereupon this Lease shall terminate thirty (30) days after the date of such notice (the "**Casualty Termination Date**"), except for any obligations or liabilities which have accrued prior to the Casualty Termination Date or that survive the expiration or termination of this Lease.

11. INSURANCE, HOLD HARMLESS AND INDEMNIFICATION

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

(b) Tenant hereby agrees to indemnify and defend Landlord against and hold Landlord harmless from all claims, demands, liabilities, damages, losses, costs and expenses, including attorneys' fees and disbursements, arising from or related to any use or occupancy of the Premises, or any condition of the Premises, or any default in the performance of Tenant's obligations hereunder, or any breach by Tenant of its representations and warranties hereunder, or any damage to any property (including property of employees and invitees of Tenant) or any bodily or personal injury, illness or death of any person (including employees and invitees of Tenant) occurring in, on or about the Premises or any part thereof or any part of the building or the land constituting a part of the Premises arising at any time and from any cause whatsoever or occurring outside the Premises when such damage, bodily or personal injury, illness or death is

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caused by any act or omission of Tenant or its agents, officers, employees, contractors, invitees or licensees. This paragraph 11(b) shall survive the termination of this Lease.

(c) Tenant shall, at all times and during the Term of this Lease and at Tenant's sole cost and expense, obtain and keep in force comprehensive commercial general liability insurance, including contractual liability, fire, legal liability, and premises operations, all on an "occurrence" policy form, with a minimum combined single limit in the amount of Twenty Five Million Dollars (\$25,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons and damage to property occurring in, on or about the Premises, and such insurance shall name the Landlord, any Mortgagee, and any other parties reasonably designated by Landlord as additional insureds as their interests may appear. Tenant shall, at Tenant's sole cost and expense, be responsible for insuring Tenant's furniture, equipment, fixtures, computers, office machines and personal property (including, without limitation, Tenant's Trade Fixtures).

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

(e) Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, obtain and keep in force (a) insurance against loss (including earthquake and flood) or damage to the Premises by fire and all other risks of physical loss (including earthquake and flood) covered by insurance of the type now known as "all risk," in an amount not less than the full replacement cost of the Premises (without deduction for depreciation), including the cost of debris removal and such endorsements as Landlord may reasonably require; (b) if the Premises contains a boiler, boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, ventilation and air conditioning equipment, and elevator and escalator equipment, and insurance against loss of occupancy or use arising from any breakdown of any such items, in such amounts as Landlord may reasonably determine; (c) business interruption insurance insuring that the Fixed Rent will be paid to Landlord for the duration of the interruption if the Premises are destroyed or rendered untenable by any cause insured against (it being understood that the existence of such insurance does not reduce Tenant's obligation to pay Fixed Rent without diminution as provided in this Lease); and (d) insurance in amounts and against such other risks as Landlord or Mortgagee may reasonably require and against such risks as are customarily insured against by operators of similar properties. In addition, during any period when any demolition or construction on the Land is underway, Tenant shall maintain (or cause its general contractor to maintain for the benefit of Tenant, Landlord, and Mortgagee) the following insurance: (i) completed value builders risk insurance for the Premises, including all building materials thereon, covering loss or damage from fire, lightning, extended coverage periods, sprinkler, leakage, vandalism, malicious mischief and perils insured in an amount not less than the cost, as reasonably estimated by Landlord, of the construction of the Improvements or alterations thereto, and (ii) cause the contractor performing the work to maintain worker's compensation insurance covering the full statutory liability as an employer of the contractor performing the work of such construction or alterations. Upon Landlord's request, Tenant shall obtain contingent property/direct terrorism insurance coverage for the Premises with respect to the period prior to the Premises Conversion Date, in such

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amounts, with such deductibles and on such terms as Landlord or Mortgagee requires, and the costs of such contingent property/direct terrorism insurance shall be borne equally by Landlord and Tenant.

(f) All insurance required to be maintained by Tenant under this paragraph 11 and all renewals thereof shall be issued by good and responsible companies qualified to do and doing business in the state of where the Premises are located (or in the case of workers compensation in the applicable state) and having an S&P claims paying ability rating of at least "AA" at the time of policy inception and each annual renewal thereof or be otherwise acceptable to Landlord. Any insurance company selected by Tenant which is rated in Best's Key Rating Guide or any successor thereto (or if there be none, an organization having a similar national reputation) shall have a general policyholder rating of "A" and a financial rating of at least 10 in Best's Key Rating Guide at the time of policy inception and each annual renewal thereof or be otherwise acceptable to Landlord. All deductible amounts shall not exceed \$250,000 under each such insurance policy. Each policy to be maintained by Tenant under subpart (e) of this paragraph 11 shall expressly provide that the policy shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and its Mortgagee and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and its Mortgagee and such period of thirty (30) days shall have expired. All insurance under subparts (c) and (e) of this paragraph 11 to be maintained by Tenant shall designate Landlord, Mortgagee (as designated by Landlord), and any other parties having an insurable interest in the Premises or this Lease and designated by Landlord as an additional insured and/or, in the case of any property insurance required to be maintained by Tenant hereunder, loss payee, shall be primary and noncontributing with any insurance which may be carried by Landlord, and shall afford coverage for all insured claims based on any insured act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period. The insurance policy required under subpart (e) shall expressly provide that Landlord, although named as a loss payee, shall nevertheless be entitled to recover under the policy for any covered loss, injury or damage suffered by Landlord. For the avoidance of doubt, all property insurance proceeds except for those allocable to Tenant's Trade Fixtures under this Lease shall be paid directly to Landlord or Mortgagee and applied in accordance with Section 10 above. Each insurance policy referred to herein shall, to the extent applicable, contain standard non-contributory mortgagee clauses in favor of Mortgagee. Tenant may carry such insurance under "blanket" policies, provided such policies provide the same coverage as required herein. Upon the issuance or renewal of each insurance policy to be maintained by Tenant hereunder and upon request of Landlord (but in no event less frequently than once each year), Tenant shall deliver to Landlord certificates of insurance evidencing the existence of such policies. If Tenant should fail to carry the insurance required by this paragraph 11 and shall fail to cure such default within two (2) business days following delivery of Landlord's notice of default to Tenant (provided that no such notice shall be required and no grace period shall apply if insurance coverage is at risk of lapsing imminently), (a) Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them and all premiums paid by Landlord shall be payable by Tenant as Additional Rent on demand and (b) Tenant shall pay to Landlord, immediately upon demand all costs incurred by Landlord to obtain and maintain in effect the policies of insurance required under this paragraph 11.

(g) Tenant waives on behalf of all insurers under all policies of property, liability and

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other insurance (excluding workers' compensation) now or hereafter carried by Tenant insuring or covering the Premises, or any portion or any contents thereof, or any operation therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Landlord waives on behalf of all insurers under all policies of property, liability and other insurance (excluding workers' compensation) now or hereafter carried by Landlord insuring or covering the Premises or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Landlord against Tenant. Tenant shall have the right to adjust losses under all policies of property insurance required by this Lease (unless an Event of Default exists) and Landlord shall have the right to participate in such process. If Tenant fails to adjust losses in a diligent manner or an Event of Default exists, Landlord may assume sole control of the adjustment process, but only with respect to Landlord's and its Mortgagee's insurable interest.

(h) Upon the occurrence of an Event of Default, Tenant shall pay to Landlord (or its Mortgagee, if so requested by Landlord) on the first day of each calendar month an amount equal to one twelfth (1/12) of the premiums for the insurance required by this paragraph 11, as reasonably estimated by Landlord on the basis of bills and estimates thereof. If such premium payments shall have been made by Tenant, such amounts shall be held by Landlord or Mortgagee, without interest, and shall not be deemed to be trust funds and may be commingled with the general funds of Landlord or Mortgagee. Landlord shall apply such amounts to the payment of the insurance premiums with respect to which such amounts were paid, subject to any rights of Mortgagee thereto. If at any time the amount on deposit pursuant to this paragraph 11(h) shall be less than the amount deemed necessary by Landlord to pay such premiums as they become due, Tenant shall pay to Landlord the amount necessary to make the deficiency within five (5) days after notice from Landlord requesting payment thereof. Upon the expiration or termination of the term of this Lease (other than as a result of an Event of Default), Landlord shall promptly refund, and cause its Mortgagee to refund, to Tenant any amount held by Landlord pursuant to this paragraph.

(i) During the Term the risk of loss of or decrease in the enjoyment and beneficial use of the Premises as a result of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise is assumed by Tenant, and Landlord shall in no event be answerable or accountable therefor.

12. COMPLIANCE WITH LAWS; COVENANTS; LANDLORD SELF HELP

Tenant shall throughout the Term, at its sole cost and expense, promptly comply or cause compliance with or remove or cure any violation of any and all present and future laws including the Americans with Disabilities Act of 1990 and Environmental Laws (as hereafter defined), as the same may be amended from time to time, ordinances (zoning or otherwise), orders, rules, regulations and requirements of all Federal, State, municipal and other governmental bodies having jurisdiction over the Premises or Tenant and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Premises or Tenant (collectively, "**Legal Requirements**"), or any portion thereof, or the sidewalks, curbs, roadways, alleys or entrances adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use

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of the Premises, or such adjacent or appurtenant facilities, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby shall have been foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change in governmental policy, or require structural or extraordinary repairs, alterations

or additions by Tenant and irrespective of the amount of the costs thereof. Tenant, at its sole cost and expense, shall comply with all agreements, contracts, easements, restrictions, reservations or covenants (including, without limitation, the Permitted Encumbrances) running with the land or hereafter created by Tenant or consented to, in writing, by Tenant or requested, in writing, by Tenant. Tenant shall also comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Premises and required to be obtained and maintained by Tenant under the terms of paragraph 11 hereof and shall comply with all development permits issued by governmental authorities issued in connection with development of the Premises. Tenant shall procure, maintain and comply with all licenses, permits, orders, approvals, consents and other authorizations required for the construction, use, maintenance and operation of the Premises and for the use, operation, maintenance, repair and restoration of the Improvements.

If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of paragraphs 6 or 26, or to take out, pay for, maintain and deliver any of the insurance policies or certificates of insurance provided for in paragraph 11, or shall fail to make any other payment or perform any other act on its part to be made or performed hereunder, then Landlord, after two (2) business days prior written notice to Tenant (or without notice in situations where Landlord determines that delay is likely to cause immediate harm to Landlord's interest in the Premises, including, without limitation, any potential lapse of insurance), and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may, but shall be under no obligation to do so,

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

(ii) make any other payment or perform any other act on Tenant's part to be paid or performed hereunder which Tenant shall not have performed within the time required thereof.

Landlord may enter upon the Premises for any such cure purpose set forth in this paragraph 12 and take all such action in or on the Premises as may be necessary thereof pursuant to this paragraph 12. All sums, actually so paid by Landlord and all costs and expenses, including attorney's fees, incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Overdue Rate and an administrative fee equal to five percent (5%) of all such costs and expenses, shall be paid by Tenant to Landlord on demand. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant, and which would have been payable upon such insurance, but Landlord shall also be entitled to recover, as damages for such breach, the uninsured amount of any loss, damages, costs and expenses of suit, including reasonable attorney's fees, suffered or incurred by reason of damage to or destruction of the Premises, or any portion thereof or other damage or loss which Tenant is required to insure against hereunder, occurring during any period when Tenant shall have failed

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or neglected to provide insurance as aforesaid.

13. PARTIAL TAKING

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

14. SUBSTANTIAL TAKING

If all or substantially all of the Premises shall be taken for public or quasi-public purposes, and if Tenant determines that such event has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business, then Tenant, in lieu of rebuilding as contemplated by paragraph 13, shall, not later than ninety (90) days after such occurrence (including a final determination of the condemnation award associated therewith), deliver to Landlord (i) notice of its intention to terminate this Lease on a date occurring not more than 180 days nor less than 90 days after such notice (the "**Termination Date**"), (ii) a certificate by the president or a vice president of Tenant describing the event giving rise to such termination, stating that such event has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business and that such termination will not violate any operating agreement or covenant then in effect, and (iii) an assignment to Lender and Mortgagee, as their interests may appear, of all of Tenant's right, title and interest (if any) in any condemnation proceedings for the taking of the Premises; provided, however, that Tenant shall retain all of its right, title and interest, if any, under applicable law, for the taking of Tenant's Trade Fixtures, business relocation and business loss, so long as the same do not diminish the amount of any condemnation proceeds payable to or recoverable by Landlord or Mortgagee. Upon delivery of such notice, this Lease shall terminate on the Termination Date, except for any obligations or liabilities which have accrued prior to the Termination Date or that survive the expiration or termination of this Lease.

15. DEFAULT; EVENTS OF DEFAULT

The occurrence of any one or more of the following events ("**Event of Default**") shall

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constitute a breach of this Lease by Tenant:

- (a) Tenant fails to pay any Fixed Rent as and when such Fixed Rent becomes due, and such failure continues for five (5) days after written notice thereof, provided that if Tenant is more than five (5) days late in the payment of Fixed Rent in any twelve (12) consecutive month period, only one notice need be given by Landlord during such 12 month period and any subsequent failure to pay Fixed Rent on or before its due date within such twelve (12) consecutive months shall constitute an Event of Default after five (5) days without notice; or
- (b) Tenant fails to pay any Additional Rent as and when such Additional Rent becomes due and payable and such failure continues for more than five (5) days after written notice thereof, provided that if Tenant is more than five (5) days late in the payment of Additional Rent in any twelve (12) consecutive month period, only one notice need be given by Landlord during such 12 month period and any subsequent failure to pay Additional Rent on or before its due date within such twelve (12) consecutive months shall constitute an Event of Default after five (5) days without notice; or
- (c) A default occurs under paragraph 25 (subletting/assignment) or under paragraph 21 (mechanics' liens); or
- (d) Tenant fails to perform or breaches any agreement or covenant of this Lease not separately covered in this paragraph 15 to be performed or observed by Tenant as and when performance or observance is due and such failure or breach continues for more than thirty (30) days after Landlord's giving written notice thereof to Tenant; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of thirty (30) days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach within a reasonable time not to exceed one hundred twenty (120) days; or
- (e) Tenant (i) files, or consents by answer or otherwise to the filing against Tenant of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (ii) makes an assignment for the benefit of Tenant's creditors, (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property, (iv) takes action for the purpose of any of the foregoing, (v) admits in writing its inability to pay its debts generally as they mature, or (vi) is no longer solvent or is unable to pay its debts generally as they mature; or
- (f) proceedings for the appointment of a receiver, trustee, liquidator or custodian of Tenant or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Tenant or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement; or
- (g) Any event occurs which is specifically stated to be an Event of Default under this

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Lease; or

- (h) An event of default shall occur under any loan agreement or indenture of Tenant or its subsidiaries securing an amount in excess of \$10,000,000 and which event of default gives the lenders under such loan agreement or indenture the right to accelerate the debt secured thereby; or
- (i) Any representation or warranty of Tenant contained in this Lease delivered to Landlord shall have been materially and adversely false as of the date it was made; or
- (j) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within forty-five (45) days; or
- (k) Tenant shall abandon all or a material portion the Premises for ninety (90) days and shall be in default in the performance of any material provision of this Lease or any Related Lease at any time during such ninety (90) day period; or
- (l) Any judgment or order for the payment of money in excess of \$10,000,000 shall be rendered against Tenant or its subsidiaries and not paid within thirty (30) days after the right to appeal shall have expired; or
- (m) Tenant fails to pay any insurance premiums when due or otherwise fails to continuously maintain all insurance required to be maintained by Tenant in accordance with the terms and conditions of this Lease; or
- (n) An "Event of Default" shall occur and be continuing under, and as defined in, any Related Lease.

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

16. REMEDIES

- (a) Upon the occurrence of an Event of Default, Landlord shall, in addition to, and not in derogation of any remedies for any preceding breach, with or without notice of demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Event of Default have all of the following remedies available:

Landlord shall have the right to terminate Tenant's right to possession of the Premises and repossess the Premises by any lawful means without terminating this Lease. Landlord shall use good faith and reasonably prompt efforts, but only if and to the extent (if any) required by applicable law of the state where the Premises are located, to re-let the Premises for the account of Tenant for such rent and upon such terms as may be satisfactory to Landlord in its sole discretion. For the purposes of that re-letting, Landlord may repair, and perform remodeling and alterations to the Premises. If Landlord fails to re-let the Premises, Tenant shall pay to Landlord the Rent in this Lease for the balance of the Term as those amounts become due in

with the terms of this Lease. If Landlord re-lets the Premises, but fails to realize a sufficient sum from the re-letting to pay the full amount of Rent in this Lease for the balance of the Term as those amounts become due in accordance with the terms of this Lease, after deducting from the amount so realized all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of the re-letting and of the collection of the rent accruing from the re-letting, Tenant shall pay to Landlord the amount of any deficiency upon Landlord's demand from time to time made.

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

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

(y) The worth at the time of determination of the amount of all unpaid Rent for the balance of the then-Term of this Lease after the time of termination reduced only to the extent of net rental proceeds actually received from any subsequent replacement tenant(s) for any portion of the Premises; provided, however, except to the extent any state statutes or common law applicable to the Premises requires Landlord to mitigate its damages arising from an Event of Default by Tenant under this Lease, from and after any such Event of Default, Landlord shall have no duty to mitigate its damages by re-letting, or attempting to re-let, any portion of the Premises to any replacement tenant(s); and

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

(iii) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of such termination is given by Landlord to Tenant. Landlord shall have unrestricted rights of entry for such purposes following an Event of Default. Landlord shall be entitled to an administrative fee of five percent (5%) of all amounts expended under this paragraph 16.

(b) All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of Fixed Rent or

Additional Rent. If Tenant fails to pay any sum of money to be paid by Tenant or to perform any other act to be performed by Tenant under this Lease as and when due or required to be performed (and fails to cure such non-performance within any applicable notice or grace period, if any, expressly provided for in paragraph 12 of this Lease), Landlord shall have the right, but shall not be obligated, and without waiving or releasing Tenant from any obligations of Tenant, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all incidental costs shall be deemed Additional Rent hereunder and shall be payable by Tenant to Landlord on demand, together with interest on all such sums from the date of expenditure by Landlord to the date of repayment by Tenant at the Overdue Rate. Landlord shall have, in addition to all other rights and remedies of Landlord, the same rights and remedies in the event of the nonpayment of such sums (plus interest at the Overdue Rate) by Tenant as in the case of default by Tenant in the payment of Rent.

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

(d) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing under applicable law or in equity.

17. SUBORDINATION

Subordination, Non-Disturbance. Tenant agrees at any time hereafter, and from time to time within ten (10) days of written request of Landlord, to execute and deliver to Landlord at Landlord's election either (1) an instrument in the form customarily used by any institutional investor becoming a Mortgagee or (2) a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit D (in either such case, such instrument, release, document, or agreement is herein called the "**Subordination, Non-Disturbance and Attornment Agreement**"), in either case subjecting and subordinating this Lease to the lien of any Mortgage, which at any time may be placed upon the Premises, or any portion thereof, by Landlord, and to any replacements, renewals, amendments, consolidations, modifications, extensions or refinancing thereof. It is agreed, nevertheless, that so long as there exists no default of Tenant, such Subordination, Non-Disturbance and Attornment Agreement shall not interfere with, hinder or reduce Tenant's right to quiet enjoyment under this Lease, nor the right of Tenant to continue to occupy the Premises, and all portions

agreements of this Lease.

(b) Mortgagee Protection Clause. In the event of any act or omission of Landlord constituting a default by Landlord, Tenant shall not exercise any remedy until Tenant has given Landlord and any Mortgagee of the Premises written notice of such act or omission, and until a reasonable period of time (not less than thirty (30) days) to allow Landlord or the Mortgagee to remedy such act or omission shall have elapsed following receipt of such notice. However, if such act or omission cannot, with due diligence and in good faith, be remedied within such period or cannot be cured simply by the payment of money, the Landlord and the Mortgagee shall be allowed such further period of time as may be reasonably necessary provided that it commences remedying the same with due diligence and in good faith and thereafter diligently prosecutes such cure. Nothing herein contained shall be construed or interpreted as requiring any Mortgagee receiving such notice to remedy such act or omission.

(c) Attornment. If any Mortgagee shall succeed to the rights of Landlord under this Lease or to ownership of the Premises, whether through possession or foreclosure or the delivery of a deed to the Premises in lieu of foreclosure, then, except as otherwise provided in the applicable Subordination, Non-Disturbance and Attornment Agreement between Tenant and Mortgagee, and so long as Tenant is not in default under this Lease, such Mortgagee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date such Mortgagee acquired title to the Premises, and Tenant shall attorn to and recognize such Mortgagee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such Mortgagee may reasonably request to evidence such attornment (whether before or after the making of the Mortgage); provided, however, Mortgagee shall not be (a) liable for any previous act or omission of any prior landlord (including the Landlord); (b) subject to any credit, offset, claim, counterclaim, demand or defense which Tenant may have against any prior landlord (including the Landlord), (c) bound by any previous payment of more than one month's Rent; (d) bound by any previous modification of the Lease or any consent to any assignment or sublet (made without Mortgagee's written consent); (e) bound by any covenant of Landlord to undertake or complete any construction of the Premises or any portion thereof, or (f) bound by or responsible for any security deposit, tax, insurance, or other prepaid or escrowed sums not actually received by Mortgagee. In the event of any other transfer of Landlord's interest hereunder, such transferee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date of such transfer, Tenant shall attorn to and recognize such transferee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such transferee and Landlord may reasonably request to evidence such attornment.

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

18. LANDLORD'S RIGHT OF ENTRY

Landlord, Mortgagee, and their respective designees, shall have the right to enter the Premises at any time during normal business hours and any part of the Premises on one (1)

business day's advance notice and to inspect the same, post notices of non-responsibility, monitor construction, perform appraisals, perform environmental site assessments and engineering studies, perform maintenance and repairs, and exhibit the Premises to prospective purchasers and mortgagees, and examine Tenant's books and records pertaining to the Premises, insurance policies, certificates of occupancy and other documents, records and permits in Tenant's possession with respect to the Premises; provided, however, that in connection with such entry, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises, shall observe all reasonable security and safety rules and regulations of Tenant and shall preserve the confidentiality of any non-public, confidential information obtained during such entry in the same manner reasonably employed for the protection of its own non-public, confidential information, except to the extent disclosure is required by applicable Legal Requirements.

19. NOTICES

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

To Landlord:

Cushman & Wakefield Net Lease Trust, Inc.
51 West 52nd Street, 9th Floor
New York, NY 10019
Attention: David H. Wenk
Tel: (212) 841-7850
Fax: (212) 698-2514

With a copy to:

James L. Black, Jr.

Bingham McCutchen LLP
150 Federal Street
Boston, MA 02110
Tel: (617) 951-8754
Fax: (617) 951-8736

To Tenant:

Quantum Corporation
Attention: Director, Real Estate and Facilities

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10125 Federal Drive
Colorado Springs, CO 80908
Tel.: (719) 536-5000
Fax: (719) 536-5945

With a copy to:

Quantum Corporation
Attention: General Counsel
1650 Technology Drive, Suite 800
San Jose, CA 95110
Tel.: (408) 944-4000
Fax: (408) 944-6581

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

20. ESTOPPEL CERTIFICATE; FINANCIAL DATA

(a) At any time and from time to time, each party shall, within ten business (10) days after written request, execute, acknowledge and deliver to the other party a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date and the Lease Expiration Date determined in accordance with paragraph 4 and the Basic Lease Information, and the date, if any, to which all Rent and other sums payable hereunder have been paid; (c) the amount of Fixed Rent currently payable monthly, (d) that, to the best of such party's knowledge, Tenant is not in default under this Lease, except as to defaults specified in such certificate; (e) that, to the best of such party's knowledge, Landlord is not in default under this Lease, except as to defaults specified in such certificate; (f) that, to the best of such party's knowledge, Tenant has no claim or defense against Landlord or offset rights with respect to Rent, except as specified in such certificate and (g) such other matters as may be reasonably requested by the requesting party or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by the recipient and any actual or prospective purchaser or mortgage lender of the Premises or any part thereof.

(b) Tenant shall deliver to Landlord and to any Mortgagee, Lender, or purchaser designated by Landlord the following information within ninety (90) days after the end of each fiscal year of Tenant or such longer period as may be permitted by any nationally recognized stock exchange upon which Tenant's capital stock is listed: an audited balance sheet of Tenant and its consolidated subsidiaries as at the end of such year, an audited statement of profits and losses of Tenant its consolidated subsidiaries for such year, and an audited statement of cash flows of Tenant its consolidated subsidiaries for such year, setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope and certified by independent certified public accountants of recognized national standing selected by Tenant; and within forty-five (45) days or such longer period as may be permitted by any nationally recognized stock exchange upon which Tenant's stock is listed after the end of each of the first three fiscal quarters of Tenant a balance sheet of Tenant and its

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consolidated subsidiaries as at the end of such quarter, statements of profits and losses of Tenant and its consolidated subsidiaries for such quarter and a statement of cash flows of Tenant and its consolidated subsidiaries for such quarter, setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year (or in the case of an interim balance sheet, to the end of the prior year), in reasonable detail and scope, and certified to be complete and accurate by a financial officer of Tenant having knowledge thereof; the foregoing financial statements all being prepared in accordance with generally accepted accounting principles, consistently applied. If and so long as Tenant is a reporting company under the Securities and Exchange Act of 1934, as amended, the foregoing requirements of this paragraph 20(b) will be satisfied as long as Tenant's Forms 10-K, 10-Q and annual reports filed with the Securities and Exchange Commission are accessible on Tenant's website or otherwise publicly available to Landlord. Together with the annual financial statements described above, Tenant shall deliver to Landlord an annual operating expense statements for the Premises in detail reasonably satisfactory to Landlord and certified to be complete and accurate by an officer of Tenant.

(c) Upon ten (10) days' prior notice, Tenant will permit Landlord and its professional representatives to visit Tenant's offices, and discuss Tenant's affairs and finances with appropriate officers, and will make available such information as Landlord may reasonably request bearing on the Tenant, the Premises or this Lease as Tenant may maintain in the ordinary course of business, provided that so long as Tenant's securities are publicly held, Landlord shall agree to maintain the confidentiality of any information designated by Tenant as "nonpublic", except to the extent disclosure is required by applicable Legal Requirements.

(d) Neither Landlord nor Tenant shall disclose any of the terms and provisions of this Lease to the general public or any governmental authority, agency or political subdivision thereof, except to the extent that such disclosure is required by applicable law, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

21. MECHANICS' LIENS

(a) Except for liens created through the act of Landlord, Tenant shall not suffer or permit any mechanic's lien or other lien to be filed or recorded against the Premises, equipment or materials supplied or claimed to have been supplied to the Premises at the request of Tenant, or anyone holding the Premises, or any portion thereof, through or under Tenant. If any such mechanic's lien or other lien shall at any time be filed or recorded against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing or recording of the same. However, in the event Tenant desires to contest the validity of any lien it shall (i) on or before fifteen (15) days prior to the due date thereof (but in no event later than thirty (30) days after the filing or recording thereof), notify Landlord, in writing, that Tenant intends to so contest same; (ii) on or before the due date thereof, if such lien involves an amount in excess of \$50,000 or if any Mortgagee so requires, deposit with Landlord security (in form and content reasonably satisfactory to Landlord or Mortgagee) for the payment of the full amount of such lien, and from time to time deposit additional security so that, at all times, adequate security will be available for the payment of the full amount of the lien together with all interest, penalties, costs and other charges in respect thereof.

If Tenant complies with the foregoing, and Tenant continues, in good faith, to contest the

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validity of such lien by appropriate legal proceedings which shall operate to prevent the collection thereof and the sale or forfeiture of the Premises, or any part thereof, to satisfy the same, Tenant shall be under no obligation to pay such lien until such time as the same has been decreed, by court order, to be a valid lien on the Premises. The deposit held by the Landlord may be used to discharge the lien and any surplus deposit retained by Landlord, after the payment of the lien shall be repaid to Tenant. Provided that nonpayment of such lien does not cause Landlord to be in violation of any of its contractual undertakings, Landlord agrees not to pay such lien during the period of Tenant's contest. However, if Landlord pays for the discharge of a lien or any part thereof from funds of Landlord, any amount paid by Landlord, together with all costs, fees and expenses in connection therewith (including attorney's fees of Landlord plus an administration fee equal to three percent (3%) of such costs and expenses), shall be repaid by Tenant to Landlord on demand by Landlord, together with interest thereon at the Overdue Rate. Tenant shall indemnify and defend Landlord against and save Landlord and the Premises, and any portion thereof, harmless from and against all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including attorney's fees, to the extent resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien (other than any liens resulting solely from the acts of Landlord, unless taken with the consent of Tenant or as a result of a default by Tenant under this Lease) or the attempt by Tenant to discharge same as above provided. No such contest may be prosecuted if it could subject Landlord to any civil liability or the risk of any criminal liability or otherwise adversely affect Landlord, the Premises or the Campus.

(b) ALL MATERIALMEN, CONTRACTORS, ARTISANS, ENGINEERS, MECHANICS, LABORERS AND ANY OTHER PERSON NOW OR HEREAFTER FURNISHING ANY LABOR, SERVICES, MATERIALS, SUPPLIES OR EQUIPMENT TO TENANT WITH RESPECT TO THE PREMISES, OR ANY PORTION THEREOF, ARE HEREBY CHARGED WITH NOTICE THAT THEY MUST LOOK EXCLUSIVELY TO TENANT TO OBTAIN PAYMENT FOR THE SAME. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES, MATERIALS, SUPPLIES, SKILL, MACHINERY, FIXTURES OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, OR ANY PORTION THEREOF.

(c) Tenant shall not create, permit or suffer, and, subject to the provisions of paragraph 21(a) hereof, shall promptly discharge and satisfy of record, any other lien, encumbrance, charge, security interest, or other right or interest which, as a result of Tenant's action or inaction contrary to the provisions hereof, shall be or become a lien, encumbrance, charge or security interest upon the Premises, or any portion thereof, or the income therefrom, other than Permitted Encumbrances.

22. END OF TERM

(a) Upon the expiration or earlier termination of the Term of this Lease, Tenant shall surrender the Premises to Landlord in good condition and repair as a first class facility suitable

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for the same use in which the Premises was originally intended as of the Commencement Date except as repaired, rebuilt or altered as required or permitted by this Lease (or, in the case of a termination pursuant to paragraph 10(d), as damaged or destroyed, or, in the case of termination pursuant to paragraph 14, as condemned), with the Equipment and Improvements, including all systems and components thereof, having a useful life of at least five (5) years as reasonably determined by Landlord, and Tenant shall surrender all keys to the Premises to Landlord at the place then fixed for notices to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any. Except as otherwise provided herein, Tenant shall at such time remove all of its property (including Tenant's Trade Fixtures) therefrom and all alterations and improvements placed thereon by Tenant and not consented to by Landlord. Tenant shall repair any damage to the Premises caused by such removal, and any and all such property not so removed when required shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant.

(b) If the Premises are not surrendered as above set forth, Tenant shall indemnify, defend and hold Landlord harmless from and against loss or liability to the extent resulting from the delay by Tenant in so surrendering Premises, including any claim made by any succeeding occupant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. In addition to the foregoing, and in addition to the Additional Rent, Tenant shall pay to Landlord a sum equal to one hundred fifty percent (150%) of the Fixed Rent

payable during the preceding year during each month or portion thereof for which Tenant shall remain in possession of the Premises or any part thereof after the termination of the Term or of Tenant's rights of possession, whether by lapse of time or otherwise. The foregoing holdover Rent shall be prorated for any partial month of holdover. Such possession by Tenant shall be as a tenancy at sufferance. The provisions of this paragraph 22(b) shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein, at law or at equity.

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

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

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23. ALTERATIONS

(a) Tenant may make alterations, additions or improvements to the Premises costing in the aggregate (when aggregated with all prior alterations, additions and improvements made by Tenant during the Term under this Lease and the Related Leases) less than \$500,000 without Landlord's consent only if (i) no Event of Default then exists, (ii) such alterations, additions or improvements will be in compliance with all applicable laws, codes, rules, regulations, ordinances and Permitted Encumbrances, (iii) such alterations, additions or improvements will not reduce the fair market sales or rental value or utility of the Premises in its permitted use, considered as unencumbered by this Lease, (iv) such alterations, additions or improvements will not be visible from outside of the Building and will not affect in any way the structural, exterior or roof elements of the Premises or mechanical, electrical, plumbing, utility or life safety systems of the Premises or void any warranty or guaranty, or increase any of Landlord's obligations under paragraph 9(b) of this Lease, relating to the roof, the exterior walls or the structural components of the Building (any alterations which are not in conformity with clauses (i) - (iv) above are herein referred to as "**Prohibited Alterations**"), but Tenant shall give prior written notice of any such alterations, additions or improvements to Landlord. In all other cases, Landlord's prior written consent shall be required which consent shall not be unreasonably withheld, conditioned, or delayed so long as such alterations would not constitute Prohibited Alterations. Notwithstanding the prohibition in clause (iii) above, but subject to the limitations in clauses (i), (ii) and (iv) above, Tenant shall have the right to convert portions of the Building that are then office space to another use permitted under Section 3 of this Lease upon at least fifteen (15) days prior written notice to the Landlord of such desired conversion accompanied by a reasonably descriptive explanation of Tenant's proposed conversion and alteration plans, provided, however, that (i) without limiting the generality of any other provision of this Lease, upon the expiration or earlier termination of the Term, Tenant, at its sole expense, shall restore all converted portions of the Building back to its prior office use condition (and to at least as good condition, quality, utility and repair as existed immediately prior to the such conversion) and shall make all alterations and improvements required in connection with such restoration, (ii) if the cost of such restoration, as reasonably determined by Landlord, would exceed, when aggregated with the cost to restore all prior conversions of office space to other permitted uses by Tenant (or its permitted subtenants) at the Campus under this Lease and the Related Leases, \$100,000, then Tenant shall provide to Landlord an irrevocable, transferable letter of credit to be maintained for a period ninety (90) days beyond the Term in an amount sufficient in Landlord's reasonable estimation to cover the anticipated cost of the restoration of all converted office space at the end of the Term and otherwise in form and substance and from a financial institution satisfactory to Landlord and (iii) the \$500,000 threshold in the first sentence of Section 23(a) has not been and will not be exceeded by such conversion. All alterations, additions or improvements by Tenant shall be done expeditiously and in a good and workmanlike manner. At Landlord's option, any improvement made without Landlord's consent shall be removed and the area repaired at Tenant's expense upon Landlord's request.

In determining whether such alterations, additions or improvements, or whether Tenant's or any permitted subtenant's occupancy or potential change of use of any part of the Building from one use to another use (in each instance, to the extent, if at all, otherwise permitted by the terms of this Lease) will be in compliance with all applicable laws, codes, rules, regulations,

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ordinances and Permitted Encumbrances, to the extent that less than 488 parking spaces have been constructed on the lot on which Building C is located and available and designated for the exclusive use by occupants and invitees of Building C, Tenant may not take into consideration (i.e., the number of parking spaces located on the Lot shall be deemed to be reduced by) the number of parking spaces on the Lot equal to the difference between 488 and the actual number of parking spaces then constructed on the lot on which Building C is located and available and designated for the exclusive use by occupants and invitees of Building C for purposes of determining Tenant's compliance with applicable parking requirements under such laws, codes, rules, regulations, ordinances and Permitted Encumbrances.

(b) In no event shall Tenant be permitted to install underground storage tanks or fuel systems on the Premises, or any portion thereof.

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

(i) Tenant shall submit to Landlord, for Landlord's written approval, complete plans and specifications for all work to be done by Tenant. Such plans and specifications shall be prepared by the licensed architect(s) and engineer(s) approved in writing by Landlord, shall comply with all applicable Legal Requirements, shall not adversely affect the structural elements of the Premises, shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Premises, and shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion. The architects and engineers listed on Exhibit G hereto are hereby deemed approved by Landlord.

(ii) Provided that Tenant has notified Landlord in writing at least seven (7) days in advance of the date on which Landlord will be receiving from Tenant complete plans and specifications for the work to be done by Tenant, Landlord shall notify Tenant in writing within fourteen (14) days after its

receipt of such plans and specifications whether Landlord approves, approves on condition that Tenant reverse the alteration at Tenant's expense at the termination or expiration of this Lease, or disapproves such plans and specifications. Tenant may submit to Landlord revised plans and specifications for Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed if (a) the work to be done would not, in Landlord's reasonable judgment, adversely affect the value, character, rentability or usefulness of the Premises or any part thereof or otherwise constitute a Prohibited Alteration, or (b) the work to be done shall be required by any Legal Requirement. Tenant shall pay all costs, including the fees and expenses of the licensed architect(s) and engineer(s), in preparing such plans and specifications.

(iii) All changes (other than field changes for which no change order is proposed and which will be reflected in the final "as built" plans) in the plans and specifications approved by Landlord shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed provided that such change would not result in a Prohibited Alteration. If Tenant wishes to make such change in approved plans and specifications, Tenant shall have such architect(s) and engineer(s) prepare plans and specifications for such change and submit them to Landlord for Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed provided that such change would not result in a Prohibited Alteration. Landlord shall notify Tenant in writing

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promptly whether Landlord approves, approves on condition that Tenant reverse the alteration at Tenant's expense at the termination or expiration of this Lease, or disapproves such change. If the plans and specifications are disapproved by Landlord, Tenant may submit to Landlord revised plans and specifications for such change for Landlord's written approval in accordance with this clause (iii). After Landlord's written approval of such change, such change shall become part of the plans and specifications approved by Landlord. If Landlord's prior written approval, conditional approval or disapproval of such change is not delivered to Tenant within ten (10) business days after written request, the absence of a response shall be deemed approval.

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

(v) Tenant shall give written notice to Landlord of the date on which construction of any work in excess of \$25,000 to be done by outside contractors will be commenced at least ten (10) days prior to such date. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord and the Premises, or any portion thereof, from liens, and to take any other action Landlord deems necessary to remove or discharge Liens at the expense of Tenant.

(vi) All alterations, additions, improvements, and fixtures, whether temporary or permanent in character, made in or to the Premises by Tenant, shall become part of the Premises and Landlord's property, except those that Landlord requires Tenant to remove upon the expiration or earlier termination of the Term. Upon termination or expiration of this Lease, Tenant shall, at Tenant's expense, remove all movable furniture, equipment, trade fixtures, office machines and other personal property (including Tenant's Trade Fixtures) of Tenant from the Premises (but not the Improvements or Equipment, except as required pursuant to the preceding sentence), and replace all of Tenant's security lockset cores with non-Tenant proprietary cores, and repair all damage caused by such removal or replacement. Termination of this Lease shall not affect the obligations of Tenant pursuant to this paragraph 23(c) to be performed after such termination.

24. MEMORANDUM OF LEASE

The parties agree to promptly execute a Memorandum of Lease in recordable form and either of the parties shall have the right, without notice to the other party, to record such Memorandum of Lease at the expense of Tenant.

25. SUBLETTING/ASSIGNMENT

(a) Except as expressly provided otherwise in this Section 25, Tenant shall not, directly or

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indirectly, without the prior written consent of Landlord and Mortgagee, assign this Lease or any interest herein, or any interest in Tenant. Except as expressly provided otherwise in this Section 25, this Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord and Mortgagee.

For purposes of this paragraph 25(a), the occurrence of a Corporate Control Event, or the public announcement thereof, shall be deemed to be an assignment of this Lease which is prohibited by the preceding paragraph unless each of the following conditions precedent is satisfied (a "**Permitted Transfer**"):

- (i) the successor to or transferee of Tenant (the "**Transferee**") (x) has a tangible net worth computed in accordance with generally accepted accounting principles consistently applied at least equal to the tangible net worth of Tenant immediately prior to such Corporate Control Event, and (y) satisfies the Corporate Control Criteria,
- (ii) proof reasonably satisfactory to Landlord of such required net worth and satisfaction of the Corporate Control Criteria shall have been delivered to Landlord at least twenty (20) days prior to the effective date of any such Corporate Control Event,
- (iii) the Transferee agrees directly with Landlord, by written instrument in form reasonably satisfactory to Landlord, to be bound by all of the obligations and liabilities of Tenant under this Lease,

(iv) in no event shall the originally named Tenant (or the entity into which Tenant is merged or consolidated) be released from its obligations under this Lease,

(v) any such transfer or transaction is for a legitimate, regular business purpose of Tenant and the Transferee other than a transfer of Tenant's interest in this Lease, and

(vi) no Event of Default then exists or will exist immediately after giving effect to such Corporate Control Event.

Additionally, Tenant shall not, directly or indirectly, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any Person other than Tenant; provided, however that Landlord shall not be required to act reasonably in granting such consent unless all of the following criteria are satisfied:

(i) The business of each proposed subtenant and its use of the Premises shall be consistent with the permitted uses set forth in Section 3 hereof and the other then current uses of the Campus;

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(ii) The proposed subtenant is of a character and financial condition, and its business is of such a nature, such as is in keeping with the standards of Landlord and its affiliates in those respects for the Building and the Campus as a whole, taking into consideration the size of the proposed subleased premises and the proposed term of the sublease;

(ii) Neither the proposed subtenant, nor any person or entity who directly or indirectly controls, is controlled by, or is under common control with, the proposed subtenant or any person who controls the proposed subtenant, shall be (A) an occupant of any space in the Campus, or (B) a person or entity which is negotiating (or which has, in the last twelve (12) months, negotiated) with Landlord or any of its affiliates for the rental or any space in the Campus, provided, however, that, in each case, Landlord or Landlord's affiliates has available, or will have available within twelve (12) months from the effective date of the proposed sublease, at the Campus comparable space in size to the space proposed to be sublet (comparable space being defined as plus or minus fifteen percent (15%) of the space proposed to be sublet);

(iii) The sublease will not violate any exclusive rights granted to any other tenant on the Campus;

(iv) The form of the proposed sublease shall be reasonably satisfactory to Landlord and the proposed subtenant shall enter into a consent agreement reasonably satisfactory to Landlord;

(v) Not later than thirty (30) days prior to the proposed commencement of such sublease, Landlord shall have received information reasonably sufficient to determine compliance with the foregoing conditions (except in the case of (iii) above, Landlord shall have received only the proposed form of sublease and not an execution copy thereof, together with a term sheet of material terms, not later than thirty (30) days prior to the proposed commencement of such sublease, and provided further that the actual executed sublease shall be delivered to Landlord prior to the commencement date without any material change from such form sublease and term sheet); and

(vi) In no event shall Tenant be released from its obligations under this Lease.

Notwithstanding the foregoing, Tenant may sublease the Premises or any part thereof to, or permit the use or occupancy of the Premises by, any Affiliate of Tenant without Landlord's consent, but upon fifteen (15) days prior written notice to Landlord and so long as the other provisions of this paragraph 25 are satisfied. Notwithstanding anything to the contrary in this Lease, Tenant shall have no right to sublease, or offer to sublease, all or any portion of the Premises prior to December 1, 2006.

Any of the foregoing prohibited acts without such prior written consent of Landlord and Mortgagee, if required, shall be void and shall, at the option of Landlord or Mortgagee, constitute an immediate Event of Default that entitles Landlord to all remedies available at law

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and pursuant to this Lease. Tenant agrees that the instrument by which any assignment or sublease to which Landlord and Mortgagee consent is accomplished shall expressly provide that any sublessee shall not violate this Lease and that the Landlord shall be entitled to enforce the provisions of the sublease directly against the sublessee in the event of an Event of Default by Tenant under the Lease, and the assignee or subtenant will perform all of the covenants to be performed by Tenant under this Lease (in the case of a partial assignment or a sublease, only insofar as such covenants relate to the portion of the Premises subject to such partial assignment or a sublease) as and when performance is due after the effective date of the assignment or sublease and that Landlord will have the right to enforce such covenants directly against such assignee or subtenant. All subleases shall be subject and subordinate to this Lease, and shall expressly provide that in the event of termination by Landlord of this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (i) liable for any previous act or omission of Tenant under such sublease, (ii) subject to any credit, offset, claim, counterclaim, demand or defense which such subtenant may have against Tenant, (iii) bound by any previous modification of such sublease (made without Landlord's consent) or by any previous prepayment of more than one (1) month's rent, (iv) bound by any covenant of Tenant to undertake or complete any construction of the Premises or any portion thereof, (v) required to account for any security deposit of the subtenant other than any security deposit actually delivered to Landlord by Tenant, and (vi) responsible for any monies owing by Tenant to the credit of the subtenant. No sublease shall be for a term ending later than one day prior to the Lease Expiration Date. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void. No assignment, sublease or other relinquishment of possession of the Premises shall in any way discharge or diminish any of Tenant's obligations to Landlord hereunder, and Tenant shall in all cases remain primarily liable (and not liable merely as a guarantor or surety) for the performance by any assignee or subtenant of all such covenants, as if no assignment or sublease had been made.

(b) If Landlord and Mortgagee consent in writing, Tenant may complete the intended assignment or sublease subject to the following conditions: (i)

no assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease, in compliance with paragraph 25(a) has been delivered to Landlord and Mortgagee, and (ii) no assignee or subtenant shall have a right further to assign or sublease without the prior written consent of Landlord and Mortgagee which consents may be given or denied in such party's sole discretion, except as expressly provided otherwise herein.

(c) Unless and until expressly released by Landlord and Mortgagee, no assignment (including, without limitation, a Permitted Transfer) or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease (which shall continue as the obligations of a principal and not of a guarantor or surety) or alter the primary liability of Tenant to pay all Rent and to perform all obligations to be paid and performed by Tenant. The acceptance of Rent by Landlord from any other Person shall not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease,

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Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or subleases or amendments or modifications to this Lease with assignees, subtenants or successor of Tenant, without notifying Tenant or any successor of Tenant and without obtaining any consent thereto from Tenant or any successor of Tenant, and such action shall not release Tenant from liability under this Lease; provided, however, that Tenant shall not be bound by any modification to this Lease not approved in writing by Tenant.

(d) Tenant shall have no right to mortgage, grant a lien upon, encumber or otherwise finance Tenant's interest under this Lease or record a lien upon Tenant's interest in the Premises under this Lease, and Tenant shall not permit, cause or suffer to be recorded in the real estate records of the county in which the Premises are located any mortgage, deed to secure debt, deed of trust, assignment, UCC financing statement or any other document granting, perfecting, or recording a lien upon Tenant's interest in this Lease or interest in the Premises under this Lease. Tenant shall not give any notice, or permit or cause any other party to give any notice, to Landlord of any existing lien on or security interest in Tenant's interest in this Lease or interest in the Premises under this Lease. Tenant shall not request that Landlord execute (nor shall Landlord have any obligation to execute) any non-disturbance, attornment or any other agreement in favor of any party transacting any business or transaction with or related to Tenant.

(e) If Tenant shall assign this Lease or sublet the Premises to any Person other than Landlord, or request the consent of Landlord and Mortgagee to any assignment, subletting, or other action which requires Landlord's consent hereunder, Tenant shall pay (i) Landlord's reasonable standard processing fee which shall not exceed Ten Thousand Dollars (\$10,000) in each instance and (ii) Landlord's and Mortgagee's attorneys' fees and costs incurred in connection therewith.

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

26. HAZARDOUS MATERIAL

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

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Environmental Laws or which present a danger to persons working on or visiting the Premises.

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

(c) Tenant agrees to protect, defend, indemnify and hold harmless Landlord, its members, directors, officers, employees and agents, and any successors to Landlord's interest in the chain of title to the Premises, their direct or indirect members, partners, directors, officers, employees, and agents (collectively, the "**Indemnified Partner**"), from and against any and all Claims, liability, including all foreseeable and all unforeseeable damages including attorney's and consultant's fees, fines, penalties and civil or criminal damages, directly or indirectly arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Premises prior to or during the Term of this Lease, and including for all matters disclosed in the Environmental Reports, and the cost of any required

or necessary repair, response action, remediation, investigation, cleanup or detoxification and the preparation of any closure or other required plans in connection therewith, whether such action is required or necessary prior to or following transfer of title to the Premises. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Tenant may have to Landlord at common law under all statutes and ordinances or otherwise, and shall survive the expiration or termination of this Lease without limit of time. Tenant expressly agrees that the representations, warranties and covenants made and the indemnities stated in this Lease are not personal to Landlord, and the benefits under this Lease may be assigned to subsequent parties in interest to the chain of title to the Premises, which subsequent parties in interest may proceed directly against Tenant to recover pursuant to this Lease. Tenant, at its expense, may institute appropriate legal proceedings with respect to environmental matters of the type specified in this paragraph 26(c) or any lien for such environmental matters, not involving Landlord or its Mortgagee as a defendant, conducted in good faith and with due diligence, provided that such proceedings shall not in any way impair the interests of Landlord or Mortgagee under this Lease or contravene the provisions of any Mortgage. Counsel to Tenant in such proceedings shall be reasonably approved by Landlord.

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Landlord shall have the right to appoint co-counsel, which co-counsel will cooperate with Tenant's counsel in such proceedings. The fees and expenses of such co-counsel shall be paid by Landlord, unless such co-counsel are appointed because the interests of Landlord and Tenant in such proceedings, in such counsel's opinion, are or have become adverse, or Tenant or Tenant's counsel is not conducting such proceedings in good faith or with due diligence.

(d) Tenant, upon two (2) days prior notice shall permit such Persons as Landlord or any assignee of Landlord may designate ("**Site Reviewers**"), to visit the Premises from time to time and perform environmental site investigations and assessments ("**Site Assessments**") on the Premises for the purpose of determining whether there exists on the Premises any environmental condition which may result in any liability, cost or expense to Landlord or any other owner or occupier of the Premises. Such Site Assessments may include both above and below the ground testing for environmental damage or the presence of Hazardous Material on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Tenant shall supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and shall make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing and reporting all Site Assessments shall be paid by Landlord unless an Event of Default has occurred and is continuing or unless the Site Reviewers discover an environmental condition causing the Premises not to be in compliance with applicable Environmental Laws, in either of which events such cost will be paid by Tenant within ten (10) days after demand by Landlord with interest to accrue at the Overdue Rate.

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

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

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

(iii) notice or awareness that the Premises are or may be subject to an environmental lien; and

(iv) notice of violation to Tenant or awareness by Tenant of a condition that has resulted or might reasonably result in a notice of violation of any applicable Environmental Law that could have an adverse effect upon the Premises or Tenant.

27. FINANCING

(a) Landlord may assign this Lease to any Person that acquires the fee interest in the Premises or to any lender of Landlord, including any Mortgagee. Tenant shall execute, acknowledge and deliver any documents described in Sections 17 and 20 of this Lease or that are reasonably requested by Landlord, any such transferee, or Mortgagee relating to such assignment

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of the Lease by Landlord or the Mortgage financing.

(b) If Landlord proposes to refinance any Mortgage, Tenant shall cooperate in the process, and shall negotiate in good faith any request made by a prospective Mortgagee for changes or modifications to this Lease, and shall not unreasonably withhold its consent to any such proposed change or modification so long as the same does not adversely affect any right of Tenant under this Lease or increase Tenant's obligations under this Lease. Tenant agrees to execute, acknowledge and deliver documents reasonably requested by the prospective Mortgagee (such as a consent to the financing, a consent to assignment of lease, and a subordination, non-disturbance and attornment agreement meeting the standards set forth in paragraph 17) customary for tenants to sign in connection with mortgage loans to their landlords, so long as such documents are in a reasonable form consistent with the terms of this Lease.

(c) Tenant shall permit Landlord and any Mortgagee or prospective Mortgagee, at their expense, to meet with management personnel of Tenant at Tenant's offices and to discuss the Tenant's business and finances. On request of Landlord, Tenant agrees to provide any Mortgagee or prospective Mortgagee the information to which Landlord is entitled hereunder.

28. LANDLORD'S SIGNAGE; LANDLORD'S RESERVATIONS

Landlord expressly reserves the right to construct, use and maintain (i) monument, directional and other signage on the Premises, at Landlord's expense, during the Term in respect of the Campus or any portion thereof or any tenancy relating thereto; provided, however, that such Landlord's signage shall not materially obstruct the visibility of Tenant's existing signage on the Premises and (ii) additional parking spaces on the Lot for the

use or other tenants, occupants and invitees of the Campus.

Without limitation of any rights reserved by Landlord under the Lease or by operation of law, Landlord expressly reserves the non-exclusive right of Landlord, Landlord's affiliates, their tenants and their respective invitees to use in common with Tenant the common curb-cuts, roadways, driveways, walkways, building links, loading areas, parking areas, site improvements and utility and drainage lines and facilities on or under the Premises necessary or desirable for ingress and egress, or the provision of utility and drainage rights and services, to, or the use of the shared facilities at, the Campus, and Landlord reserves the right to change the location and configuration of same, provided that such change does not materially interfere with Tenant's access to or use of the Building or the provision of utility services to the Building.

In addition, if so requested by Landlord, Tenant shall cooperate with Landlord and Landlord's affiliates in connection with Landlord's efforts to establish and record any easement, covenant, condition or restriction or utility, shared use and/or joint maintenance agreement or similar agreement applicable to the Premises, the Lot or the Campus, whether in connection with any subdivision or separation of the Lot from the Lot on which Building C is located, a sale of a building on the Campus or otherwise, and Tenant shall not unreasonably withhold its consent thereto.

From and after the date hereof and so long as the Tenant leases all of the rentable square footage within the Building pursuant to this Lease and all of the rentable square footage within

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Building "B" located on the Lot pursuant to the Related Lease for Building "B", the Land hereunder and the "Land" as defined in the Related Lease for Building "B" is intended to encompass all of the land constituting the Lot, without any gaps, strips or gores. In the event that the Tenant no longer leases all of the rentable square footage within Building "B" located on the Lot (whether pursuant to the occurrence of the "Premises Conversion Date" under the Related Lease for Building "B" or a termination or expiration of the Related Lease for Building "B" or otherwise), if so requested by Landlord, the Tenant agrees not to unreasonably withhold or delay its consent to a modification of Exhibit A-1 attached hereto (the sketch plan description of the Land) which modifies the land outside of the footprint of the Building that will thereafter constitute the "Land" hereunder to the extent necessary or desirable in the reasonable judgment of the Landlord to distinguish the portions of the Lot that then include site improvements which relate exclusively or predominantly to the Building and are therefore properly includable in the definition of "Premises" from those portions of the Lot which include site improvements that relate exclusively or predominantly to Building "B" or are common to the Lot as a whole.

If Lockheed Martin Corporation or its successors and permitted assigns ("**Lockheed**") timely exercises its renewal option(s) under the Sublease Agreement dated August 25, 2004, as amended by First Amendment to Sublease Agreement dated as of the Commencement Date, between Tenant, as sublandlord, and Lockheed, as subtenant, with respect to a portion of Building "C", Tenant agrees to continue to permit Lockheed to use, free of charge, in common with others entitled thereto, any exterior athletic facilities (basketball, volleyball and putting greens), if any, on the portions of the Campus which are leased by Tenant pursuant to this Lease or any Related Lease.

29. MISCELLANEOUS PROVISIONS

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

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

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

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

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

(f) The term "Landlord" as used in this Lease shall mean only the owner or owners at the time in question of the Premises and in the event of any transfer of such title or interest, Landlord

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

(g) This Lease shall be governed by and construed and enforced in accordance with and subject to the laws of the state where the Premises are located.

(h) Any claim based on or in respect of any liability of Landlord under this Lease shall be enforced only against the Premises and, subject to the rights of any Mortgagee, any insurance proceeds received by Landlord for satisfaction of any claim or recovery of any judgment from Landlord and not against any other assets, properties or funds of (1) Landlord or any director, officer, member, manager, shareholder, general partner, limited partner, or direct or indirect member, manager, partner, employee or agent of Landlord or any of its members (or any legal representative, heir, estate, successor or assign of any thereof), (2) any predecessor or successor partnership, corporation or limited liability company (or other entity) of

Landlord or any of its members, either directly or through Landlord or its predecessor or successor partnership, corporation or limited liability company (or other Person) of Landlord or its general partners, and (3) any other Person.

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

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

(k) Landlord and Tenant each represent that they have dealt with no broker, finder or other Person who could legally charge a commission in connection with Landlord's acquisition of the Land or with the Lease; provided, however, Landlord and Tenant acknowledge and agree that Landlord was introduced to the transaction by Newmark Capital Group which will be compensated by Tenant out of the sales proceeds funded by Landlord at closing of the sale of the Premises from Tenant to Landlord on the date hereof.

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

(m) Time is of the essence in the payment and performance of the obligations of Tenant under this Lease.

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

LANDLORD:

WITNESS:

/s/ KELLI N. LEE

CS/FEDERAL DRIVE AB LLC
By: CWNLT Federal Drive LLC, a
Delaware limited liability company,
its Manager

Name: Kelli N. Lee

By: Cushman & Wakefield Net Lease
Operating Partnership, L.P.,
a Delaware limited partnership,
its Sole Member and Manager

By: Cushman & Wakefield Net Lease
Trust, Inc., a Maryland
corporation, its General Partner

By: /s/ DAVID H. WENK
Name: David H. Wenk
Title: Vice President

TENANT:

WITNESS:

/s/ KENNETH HOWELL

QUANTUM CORPORATION

Name: Kenneth Howell

By: /s/ EDWARD J. HAYES, JR.
Name: Edward J. Hayes, Jr.
Title: Executive Vice President and Chief Financial Officer

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 6th day of February, 2006 by David H. Wenk, the Vice President of Cushman & Wakefield Net Lease Trust, Inc., which is the general partner of Cushman & Wakefield Net Lease Operating Partnership, L.P., which is the sole member and manager of CWNLT Federal Drive LLC, which is the manager of CS/Federal Drive AB LLC, on behalf of such limited liability company.

Witness my hand and official seal.

My commission expires: April 2, 2006

(SEAL) /s/ EMMA L. THOMPSON

Notary public

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LEASE AGREEMENT

Between

CS/FEDERAL DRIVE AB LLC

as Landlord

and

QUANTUM CORPORATION

as Tenant

Dated as of February 6, 2006

(Building B -- 10205 Federal Drive, Colorado Springs, Colorado)

BASIC LEASE INFORMATION

Date of Lease: February 6, 2006

Landlord: CS/Federal Drive AB LLC

Tenant: Quantum Corporation

Commencement Date: February 6, 2006

Lease Expiration Date: (i) As to Space 1, February 28, 2021, subject to the Renewal Terms, and (ii) as to Space 2, February 28, 2013, subject to the Space 2 Special Renewal Term and, if the Space 2 Special Renewal Term shall have been timely exercised, the Renewal Terms.

Premises Conversion Date: February 28, 2013, unless the Space 2 Special Renewal Term shall have been timely exercised, in which case there shall be no Premises Conversion Date (and all of the provisions of this Lease that are to apply only from and after the Premises Conversion Date shall be inapplicable).

Building: Building located at 10205 Federal Drive, Colorado Springs, Colorado containing approximately 92,985 rentable square feet, commonly known as "Building B".

Campus: The land, buildings and improvements located at 10125, 10205 and 10285 Federal Drive, Colorado Springs, Colorado. The building located at 10125 Federal Drive contains approximately 191,181 rentable square feet and is commonly known as "Building A". The building located at 10285 Federal Drive contains approximately 122,041 rentable square feet and is commonly known as "Building C".

Lot: The land on which Building A and Building B are located, as more particularly described in Exhibit A-2.

Space 1: A portion of the Building containing 49,466 rentable square feet, as shown on Exhibit A-3 annexed hereto.

Space 2: A portion of the Building containing 43,519 rentable square feet, as shown as Exhibit A-4 annexed hereto.

Fixed Rent:

<u>Space 1:</u>	<u>Lease Year</u>	<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
	1	2/06/06 - 2/28/07	\$535,232	\$44,602.67
	2	3/01/07 - 2/29/08	\$545,937	\$45,494.72
	3	3/01/08 - 2/28/09	\$556,855	\$46,404.61
	4	3/01/09 - 2/28/10	\$567,992	\$47,332.71
	5	3/01/10 - 2/28/11	\$579,352	\$48,279.36

<u>Space 2:</u>	<u>Lease Year</u>	<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
	1	2/06/06 - 2/28/07	\$524,677	\$43,723.08
	2	3/01/07 - 2/29/08	\$535,171	\$44,597.55
	3	3/01/08 - 2/28/09	\$545,874	\$45,489.50
	4	3/01/09 - 2/28/10	\$556,791	\$46,399.29

For each Lease Year during the Term commencing with the sixth (6th) Lease Year, Fixed Rent per annum for Space 1 and Space 2, as applicable, shall be increased each Lease Year above the Fixed Rent per annum for the immediately prior Lease Year for Space 1 or Space 2, as applicable, by an amount equal to the aggregate percentage increase in the CPI (hereinafter defined) from the first day of the prior Lease Year through the last day of the prior Lease Year, using the CPI on, or closest to, the first day of the prior Lease Year as the base index and the CPI on, or closest to, the last day of the last month of the prior Lease Year as the comparative index, but in no event shall the Fixed Rent for each such successive Lease Year be less than the Fixed Rent per annum payable for Space 1 or Space 2, as the case may be, the prior Lease Year. For purposes of the calculation of Fixed Rent, in the event the aggregate percentage increase in the CPI

for any period of calculation shall be a negative number, the aggregate percentage increase in the CPI for such period shall be deemed to be zero, such that the Fixed Rent per annum for such new Lease Year shall remain the same as for the immediately prior Lease Year.

Until such time as the aggregate percentage increase in the CPI shall have been determined by Landlord for the applicable new Lease Year, Tenant shall continue paying Fixed Rent in the per annum amount for the immediately prior Lease Year, and Tenant shall pay Landlord the amount of any deficiency in Fixed Rent payments within fifteen (15) days after notice from Landlord to Tenant of the applicable percentage increase in the CPI and Fixed Rent calculation for the new Lease Year.

**Space 2 Special
Renewal Term:**

Solely as to Space 2, one (1) period of eight (8) years following the initial seven (7) year term for Space 2.

**Renewal
Terms:**

(x) Solely as to Space 1 if the Space 2 Special Renewal Term shall not have been timely exercised or (y) as to Space 1 and Space 2 (and the balance of the "Premises") jointly and not severally if the Space 2 Special Renewal Term shall have been timely exercised, three (3) consecutive periods of five (5) years each

**Landlord's
Wire Transfer
Address:**

Wachovia Bank, NA
ABA # 053-000-219
Acct Name- Incoming wire account
Acct # 50775-94-01-1216
Ref Loan # (must be included on wire)- 502854498

**Fixed Rent
Payment due
on
Commencement
Date**

Space 1: \$36,637.90

Space 2: \$35,915.39

Total: \$72,553.29

Related Leases:

(i) Lease Agreement originally between Landlord (or its affiliate), as landlord, and Tenant, as tenant, of even date herewith pertaining to all or a portion of Building A and the land on which it is located and (ii) Lease Agreement originally between Landlord (or its affiliate), as landlord, and Tenant, as tenant, of even date herewith pertaining to all or a portion of Building C and the land on which it is located, as the same may be amended, modified or assigned from time to time.

THIS LEASE AGREEMENT, is made and entered into as of the date set forth in the Basic Lease Information (this lease agreement, together with all amendments and supplements hereto, this "**Lease**"), by and between CS/Federal Drive AB LLC, a Delaware limited liability company, having an address at c/o Cushman & Wakefield Net Lease Trust, Inc., 51 West 52nd Street, New York, NY 10012 (together with any successor or assigns, hereinafter called the "**Landlord**") and Quantum Corporation, a Delaware corporation, having an address at 1650 Technology Drive, Suite 800, San Jose, CA 95110 (together with any successor or assign permitted by this Lease, hereinafter collectively called the "**Tenant**").

1. DEFINITIONS

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

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

“Affiliates” means Persons (other than individuals) controlled by, controlling, or under common control with Tenant.

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

“Basic Lease Information” means the page(s) preceding this Lease, which are hereby incorporated by reference.

“Building” is defined and shall have the meaning specified in the Basic Lease Information.

“Business Day” shall mean any day of the week other than (i) Saturday and Sunday, or (ii) a day on which banking institutions in Denver, Colorado are obligated or authorized by law or executive action to be closed to the transaction of normal banking business.

“Business Hours” is defined in paragraph 8(c) of this Lease.

“Campus” is defined and shall have the meaning specified in the Basic Lease Information.

“Campus Operating Expenses” is defined in paragraph 29 of this Lease.

“Casualty” shall mean any damage or destruction caused to the Premises by any reason, including fire.

“Casualty Repair” is defined in paragraph 10(a) of this Lease.

“Casualty Termination Date” is defined in paragraph 10(d) of this Lease.

“Casualty Threshold” is defined in paragraph 10(d) of this Lease.

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

“Commencement Date” is defined and shall have the meaning specified in the Basic Lease Information.

“Corporate Control Criteria” means Transferee has a Credit Rating of both “BB-” or higher from S&P and “B2” or higher from Moody’s, in each case for the twenty-four (24) consecutive calendar month period prior to a Permitted Transfer and as of the date of the Permitted Transfer.

“Corporate Control Event” means any of the following: (i) a merger or consolidation of Tenant with or into another entity, (ii) the sale of all or substantially all the assets of Tenant to any party, (iii) any one Person acquiring 50% or more of publicly traded common stock, voting securities or economic benefits and burdens (including distributions) of Tenant within any twelve month period, or (iv) a change in 50% or more of Tenant’s Board of Directors in any 12 month period.

“CPI” means the Consumer Price Index for “All Urban Consumers (CPI-U) for the U.S. City Average for All Items” (1982-84 = 100) published monthly by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics changes the base period for computing the CPI or otherwise revises the manner in which the CPI is determined, an adjustment shall be made in the revised index which would produce results equivalent, as nearly as possible, to those which would be obtained hereunder if the CPI were not so revised. If the CPI becomes unavailable because publication is discontinued or otherwise, there shall be substituted therefor a comparable index, reasonably designated by Landlord, based upon changes in the cost of living or the purchasing power of the consumer dollar, published by an agency of the federal government or in the absence thereof, by a nationally recognized financial reporting service.

“Credit Rating” means the senior unsecured debt rating issued by S&P and Moody’s or if either or both no longer exist or no longer issue ratings then, for either or both as so applicable, an Alternative Credit Rating Agency. All references to specific levels of a Credit Rating mean such rating with a “stable” or “positive” outlook, but not a “negative” outlook or “on watch” associated with such rating.

“Environmental Laws” is defined in paragraph 26(b) of this Lease.

“Equipment” means the equipment necessary for the operation, maintenance or repair of the Improvements, all of which are owned by Landlord, including, without limitation, those items listed on Exhibit B-1.

“Event of Default” is defined in paragraph 15 of this Lease.

“Event of Force Majeure” is defined in paragraph 30(m) of this Lease.

“Fair Market Rental Value of the Premises” shall mean the rent that would be paid by a willing tenant and accepted by a willing landlord in an arm length’s lease of the Premises in which neither party is under any compulsion to lease, but without consideration of any concessions, allowances or other inducements then normally being offered to prospective tenants. Fair Market Rental Value shall be determined by the appraisal process set forth in Exhibit E.

“Fixed Rent” is defined in paragraph 5 of this Lease.

“Hazardous Materials” is defined in paragraph 26(b) of this Lease.

“Imposition” means the various taxes and other charges referred to in paragraph 6 of this Lease and the present and future governmental laws and

regulations more specifically described in paragraph 6(b) of this Lease.

“Improvements” means all of the buildings (including the Building), structures, improvements, equipment, and all building fixtures therein (including parking areas, and driveways) now or hereafter located on the Land, other than and specifically excluding Tenant’s Trade Fixtures.

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

“Indemnified Partner” is defined in paragraph 26(c) of this Lease.

“Initial Appraiser” is defined in Exhibit E of this Lease.

“Initial Valuation” is defined in Exhibit E of this Lease.

“Land” means the title and interest of Landlord in and to the parcel(s) of real estate described on the sketch plan attached as Exhibit A-1 hereto, and any land lying in the bed of any existing dedicated street, road or alley adjoining thereto, all strips and gores adjoining thereto, and all rights, ways, easements, privileges and appurtenances thereunto belonging.

“Landlord” is defined in the first paragraph of this Lease.

“Lease” is defined in the first paragraph of this Lease.

“Lease Expiration Date” is defined and shall have the meaning specified in the Basic Lease Information.

“Lease Year” or **“Lease Years”** shall mean each twelve (12) month period beginning on the first day of the calendar month immediately following the month in which the Commencement Date occurs and each twelve (12) month period thereafter beginning on the anniversary of the first day of the calendar month immediately following the month in which the

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Commencement Date occurs; provided, however, the first **“Lease Year”** shall include the number of days from the Commencement Date through the last day of the calendar month in which the Commencement Date occurs.

“Legal Requirements” is defined in paragraph 12 of this Lease.

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

“Lot” is defined and shall have the meaning specified in the Basic Lease Information.

“Lot Operating Expenses” is defined in paragraph 29 of this Lease.

“Moody’s” means Moody’s Investors Services, Inc. and its successors.

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

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

“Net Casualty Proceeds” shall mean the compensation and/or insurance payments net of the reasonable expenses of collecting such amounts incurred by Landlord, any Mortgagee, or Tenant, and received by any Mortgagee, Landlord or Tenant in respect of any portion of the Premises by reason of and on account of a fire or other Casualty.

“Operating Expenses” is defined in paragraph 29 of this Lease.

“Operating Statement” is defined in paragraph 29 of this Lease.

“Operating Year” is defined in paragraph 29 of this Lease.

“Other Taxes” is defined in paragraph 6(b) of this Lease.

“Overdue Rate” means the greater of: (x) ten percent (10%) per annum or (y) the sum of five percent (5%) plus the prime interest rate as reported from time to time in The Wall Street Journal, but in any event, if lower, the maximum annual interest rate allowed by law for business loans (not primarily for personal, family or household purposes); provided, however, if The Wall Street Journal is no longer in existence or ceases to publish such information, Landlord shall use the prime interest rate as reported in a comparable publicly available publication selected by Landlord in its sole, but good faith, discretion.

“Overtime Service” is defined in paragraph 8(c) of this Lease.

“Permitted Encumbrances” means:

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

(b) The easements, rights-of-way, encroachments, encumbrances, restrictive covenants or other matters affecting the title to the Premises or any part thereof set forth on Exhibit C attached hereto;

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

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

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

“Permitted Transfer” is defined in paragraph 25 of this Lease.

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

“Premises” is defined in paragraph 2(a) of this Lease.

“Premises Conversion Date” is defined and shall have the meaning specified in the Basic Lease Information.

“Primary Term” is defined in paragraph 4 of this Lease.

“Proceeds Trustee” shall mean a federally insured bank or trust company designated by Landlord, subject to the prior written approval of Tenant, such approval not to be unreasonably withheld, delayed, or conditioned; provided, however, if a Mortgage encumbers the Premises, the Mortgagee hereunder may, at its option, be appointed Proceeds Trustee for so long as such Mortgage remains outstanding.

“Prohibited Alterations” is defined in paragraph 23(a) of this Lease.

“Property Taxes” is defined in paragraph 6(a) of this Lease.

“Related Lease(s)” is defined and shall have the meaning specified in the Basic Lease Information.

“Rent” means Fixed Rent and Additional Rent.

“Renewal Term(s)” is defined in paragraph 4 of this Lease.

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“Restoration Fund” is defined in paragraph 10 of this Lease.

“Rules and Regulations” is defined in paragraph 3(d) of this Lease.

“S&P” means Standard & Poor’s Rating Service and its successors or assigns.

“Site Assessments” is defined in paragraph 26(d) of this Lease.

“Site Reviewers” is defined in paragraph 26(d) of this Lease.

“Space 1” is defined and shall have the meaning specified in the Basic Lease Information.

“Space 2” is defined and shall have the meaning specified in the Basic Lease Information.

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

“Tenant” is defined in the first paragraph of this Lease.

“Tenant’s Campus Share” shall mean a fraction, (i) the numerator of which is the rentable area of the space then constituting the Premises in the Building (presently 92,985 square feet) and (ii) the denominator of which is the rentable area of all buildings located on the Campus (presently 406,207 square feet). Accordingly, the Tenant’s Campus Share as of the Commencement Date is 22.9%.

“Tenant’s Lot Share” shall mean a fraction, (i) the numerator of which is the rentable area of the space then constituting the Premises in the Building (presently 92,985 square feet) and (ii) the denominator of which is the rentable area of Buildings “A” and “B” on the Lot (presently 284,166 square feet). Accordingly, Tenant’s Lot Share as of the Commencement Date is 32.72%.

“Tenant’s Trade Fixtures” means (i) the items of unaffixed tangible personal property of Tenant and (ii) trade fixtures of Tenant that are located on the Premises on the Commencement Date and specifically listed on Exhibit B-2 hereto, together with items of tangible personal property and trade fixtures owned by Tenant brought on to the Premises following the Commencement Date and which are easily movable and not affixed to the Premises, but specifically excluding the Equipment.

“Term” means the Primary Term and any Renewal Terms.

“Termination Date” is defined in paragraph 14 of this Lease.

“Third Appraiser” is defined in Exhibit E of this Lease.

“Third Valuation” is defined in Exhibit E of this Lease.

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“Transferee” is defined in paragraph 25(a) of this Lease.

“Treasury Rate” means the yield to maturity of a debt obligation of the United States Treasury having a maturity date closest to but not earlier than the then-existing remaining Term of the Lease and, if more than one have been issued with such maturity date, then using the debt obligation first issued on or closest to the date of any termination by Landlord under this Lease.

“Valuation Notice” is defined in Exhibit E of this Lease.

“Valuation Period” is defined in Exhibit E of this Lease.

2. DEMISE OF PREMISES; QUIET ENJOYMENT

(a) Landlord hereby demises and leases to Tenant and Tenant hereby leases and rents from Landlord the Premises, IN ITS “AS IS” CONDITION, SUBJECT TO (A) THE EXISTING STATE OF TITLE (INCLUDING, WITHOUT LIMITATION, PERMITTED ENCUMBRANCES), (B) THE RIGHTS OF PARTIES IN POSSESSION, (C) ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION OF THE PREMISES MIGHT SHOW, AND (D) ALL APPLICABLE LEGAL REQUIREMENTS (AS HEREINAFTER DEFINED), INCLUDING, WITHOUT LIMITATION, ANY VIOLATIONS OF LEGAL REQUIREMENTS WHICH MAY EXIST ON THE DATE HEREOF (AND WITHOUT EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR COVENANT OF LANDLORD WHATSOEVER WITH RESPECT TO THE PREMISES (OR ANY PART THEREOF) OR THE VALUE, HABITABILITY, DESIGN, OPERATION, QUALITY, REPAIR OR FITNESS OF THE PREMISES FOR A PARTICULAR USE, OR TITLE THERETO, OR PERMITTED USES, ALL SUCH WARRANTIES BEING HEREBY DISCLAIMED BY LANDLORD AND WAIVED AND RENOUNCED BY TENANT), AND LANDLORD SHALL NOT BE LIABLE FOR ANY LATENT, HIDDEN, OR PATENT DEFECT THEREIN OR THE FAILURE OF THE PREMISES, OR ANY PARTY THEREOF, TO COMPLY WITH ANY LEGAL REQUIREMENT. Prior to the Premises Conversion Date, the **“Premises”** consists of collectively, Landlord’s interest in the Land, the Equipment, the Improvements, together with any easements, rights, and appurtenances in connection therewith or belonging to said Land and Improvements. From and after the Premises Conversion Date, the **“Premises”** shall consist solely of Space 1. The Premises is part of the Lot and the Campus. For the avoidance of doubt, Tenant’s obligations and covenants with respect to “Premises” under this Lease (including, without limitation, in respect of Property Taxes, Other Taxes and Operating Expenses), includes, without limitation, all obligations and covenants relating to the Lot and/or the Campus as a whole which are allocable to the Premises. No easement for light, air or view is included with or appurtenant to the Premises. The foregoing disclaimer in this paragraph 2(a) has been negotiated by Landlord and Tenant, each being represented by independent counsel, and is intended as a complete negation of any representation, warranty or covenant by Landlord, express or implied, with respect to the condition, quality, repair, or fitness of the Premises for a particular use, or title thereto, or permitted uses. Tenant shall, in no event, have any recourse against Landlord for any defect in or exception to title to the Premises.

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(b) From and after the Premises Conversion Date:

(i) Tenant shall have, as appurtenant to the Premises, the non-exclusive right to use, and permit its invitees to use in common with others, to the extent the same service Space 1 as of the Premises Conversion Date, public or common lobbies, hallways and the loading platform(s) of the Building and common roadways, driveways and walkways necessary for access to the Building, and if the portion of the Premises on any floor includes less than the entire floor, the common toilets, corridors and lobby of such floor; but such rights shall always be subject to the Rules and Regulations from time to time established by Landlord pursuant to paragraph 3(d) and to the right of Landlord to designate and change from time to time areas and facilities so to be used. Landlord shall have the right at any time without thereby creating any actual or constructive eviction or incurring any liability to Tenant therefor, and without abatement in Rent, to change the arrangement or location of lobbies, entrances, passageways, doors, doorways, Building links, stairways, elevators, corridors and other like portions of the Building outside of the Premises, provided that such change does not materially interfere with Tenant’s access to the Premises.

(ii) Excepted and excluded from the Premises are the ceiling, floor, perimeter walls and exterior windows (except the inner surface of each thereof), and any space in the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, but the entry doors (and related glass and finish work) to the Premises are a part thereof. Landlord shall have the right to place in the Premises (but in such manner as to reduce to a minimum interference with Tenant’s use of the Premises) interior storm windows, sun control devices, utility lines, equipment, stacks, pipes, conduits, ducts and the like. In the event that Tenant shall install any hung ceilings or walls in the Premises, Tenant shall install and maintain, as Landlord may require, proper access panels therein to afford access to any facilities above the ceiling or within or behind the walls.

(iii) Tenant shall also have the right (subject to the Rules and Regulations established pursuant to paragraph 3(d) and subject to paragraph 25) to use without charge therefor during the initial Lease Term on a non-exclusive, unreserved basis and in common with use by other tenants, subtenants and invitees of the Campus, parking spaces in the parking areas located on the Land in an amount which shall equal no more than the number of parking spaces required to be provided with respect to the Premises by applicable zoning regulations for the then actual and permitted use(s). The parking privileges granted herein are non-transferable except to an assignee or subtenant permitted pursuant to paragraph 25. Further, Landlord assumes no responsibility whatsoever for loss or damage due to fire, theft or otherwise to any automobile(s) parked on the Lot or elsewhere or to any personal property therein, however caused, and Tenant covenants and agrees, upon request from Landlord from time to time, to notify its officers, employees, agents and invitees of such limitation of liability. Tenant acknowledges and agrees that a license only is hereby granted, and no bailment is intended

or shall be created.

(c) Tenant hereby, agrees that the execution and delivery by Tenant of this Lease, shall, without further act, constitute the irrevocable acceptance by Tenant of the Premises. Landlord covenants with Tenant that, upon the payment of the Fixed Rent and Additional Rent and the performance of all the terms of this Lease to be performed by Tenant, Tenant shall, at all times during the Term, peaceably and quietly enjoy the Premises without any disturbance from

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Landlord or from any Person claiming by, through, or under Landlord with respect to matters arising from and after the first day of the Term. Exercise by Landlord of its rights to come upon the Premises as set forth in this Lease shall not constitute a violation of this paragraph. Tenant expressly waives and releases Landlord from any common law or statutory covenant of quiet enjoyment.

3. USE; RULES AND REGULATIONS

(a) Tenant shall, subject to applicable Legal Requirements (as hereinafter defined), including without limitation, zoning regulations, ordinances and restrictions, and any recorded covenants, conditions, easements, agreements, encumbrances or restrictions in the public records (including, without limitation, those set forth on Exhibit C attached hereto), and subject to applicable insurance requirements, use and occupy the Premises only for, to the extent lawful, general and administrative offices, test labs, and manufacturing, configuration and warehouse use, and for no other use or purpose. Tenant shall not use, suffer or permit the Premises, or any portion thereof, to be used by Tenant, any third party or the public, as such, without restriction or in such manner as might adversely affect Landlord's title to or interest in the Premises, or in such manner as might make possible a claim or claims of adverse possession by the public, as such, or third Persons against Landlord's title to or interest in the Premises, or of implied dedication of the Premises, or any portion thereof. Tenant shall not commit or permit any waste of the Premises or any part thereof.

(b) Tenant shall not use, or suffer or permit the use of, or suffer or permit anything to be done in or anything to be brought into or kept in or about the Premises or the Building, the Lot or the Campus, or any part thereof which, in the reasonable judgment of Landlord, shall in any way (i) impair or tend to impair the appearance or reputation of the Building or the Campus or (ii) impair or interfere with or tend to impair or interfere with any of the Building services or the proper and economic heating, ventilation, cleaning, air conditioning or other servicing of the Building or Premises, or with the use of any of the other areas of the Building or Campus or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building or the Campus. Tenant shall not perform any act or carry on any practice which may injure the Premises, or any other part of the Building, the Lot or the Campus, or cause any offensive odors or loud noise or constitute a nuisance or a menace to any other tenant or tenants or other persons in the Building or Campus.

(c) Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of property or liability insurance on the Premises or the Property above the standard rate applicable to Premises being occupied for the permitted uses described above; and Tenant further agrees that, in the event that Tenant shall do any of the foregoing, Tenant (in addition to Landlord's other rights and remedies) will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as Additional Rent hereunder.

(d) Tenant shall abide by reasonable rules and regulations from time to time established by Landlord or the owner of any other Building on the Campus ("**Rules and Regulations**"), it being agreed that such Rules and Regulations will be established and applied by Landlord in a non-discriminatory fashion, such that all Rules and Regulations shall be generally applicable to other tenants, of similar nature to the Tenant named herein, of the Building. Landlord shall not

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be liable to Tenant for violation of the Rules and Regulations by any other tenant or occupant of the Building, or persons having business with them. In the event that there shall be a conflict between such Rules and Regulations and the provisions of this Lease, the provisions of this Lease shall control.

4. TERM

(a) The primary term of this Lease (the "**Primary Term**") as to Space 1 shall be for a period of approximately fifteen (15) years and as to Space 2 shall be for a period of approximately seven (7) years, in each case, beginning on the Commencement Date and ending on the applicable Lease Expiration Date.

(b) Unless the Term of this Lease shall have expired or been terminated pursuant to any provision hereof, and so long as no Event of Default exists at the time of exercise or on the date the Space 2 Special Renewal Term commences, Tenant shall have the right to extend the Term solely with respect to Space 2 for one (1) extension period of eight (8) years immediately following the initial seven (7) year term as to Space 2 (a "**Space 2 Special Renewal Term**") upon the terms and conditions set forth in this Section 4(b) such that, if so exercised, the Term of the Lease as to Space 1 and Space 2 would become contemporaneous. The annual Fixed Rent for the Space 2 Special Renewal Term shall be the Fair Market Rental Value of the Premises as of the first day of the Space 2 Special Renewal Term, as determined pursuant to Exhibit E; provided, however, that notwithstanding anything to the contrary herein, the Fixed Rent for Space 2 during each such Space 2 Special Renewal Term shall not be less than the Fixed Rent payable by Tenant during the Lease Year immediately prior to the applicable Renewal Term with respect to Space 2. Except as otherwise provided in this Lease, the Space 2 Special Renewal Term shall be upon the same terms, covenants and conditions contained in this Lease. If Tenant elects to exercise its right to extend the Term for Space 2 for the Space 2 Special Renewal Term, Tenant shall do so by notifying Landlord, in writing, of its election to exercise the right on or before the date that is eighteen (18) months prior to the commencement of such Space 2 Special Renewal Term, time being of the essence.

(c) Unless the Term of this Lease shall have expired or been terminated pursuant to any provision hereof, and so long as no Event of Default exists at the time of exercise or on the date such Renewal Term commences, Tenant shall have the right to extend the Term solely with respect to Space 1 if

the Space 2 Special Renewal Term shall not have been timely exercised or, if the Space 2 Special Renewal Term shall have been timely exercised, as to Space 1 and Space 2 and the balance of the "Premises" jointly but not severally, for three (3) consecutive extension periods of five (5) years each (each, a "Renewal Term," and, collectively, the "Renewal Terms"), upon the terms and conditions set forth in this Section 4(c). The annual Fixed Rent for each Renewal Term shall be ninety-five percent (95%) of the Fair Market Rental Value of the Premises as of the first day of the Renewal Term in question, as determined pursuant to Exhibit E; provided, however, that notwithstanding anything to the contrary herein, the Fixed Rent of the Premises during each such Renewal Term shall not be less than the Fixed Rent payable by Tenant during the Lease Year immediately prior to the applicable Renewal Term with respect to Space 1 if the Space 2 Special Renewal Term shall not have been timely exercised or, if the Space 2 Special Renewal Term shall have been timely exercised, as to Space 1 and Space 2 and the balance of the "Premises" jointly but not severally. Except as otherwise provided in this

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Lease, each Renewal Term shall be upon the same terms, covenants and conditions contained in this Lease. If Tenant elects to exercise its right to extend the Term for a Renewal Term, Tenant shall do so by notifying Landlord, in writing, of its election to exercise the right on or before the date that is eighteen (18) months prior to the commencement of such Renewal Term, time being of the essence.

5. RENTAL

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

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

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

(b) It is the intention of Landlord and Tenant that the Fixed Rent payable by Tenant to Landlord during the entire Term of this Lease shall be absolutely net of all costs and expenses incurred in connection with the management, operation, maintenance and repair of the Premises in accordance with this Lease except as expressly provided in paragraph 9(b) of this Lease. Except as expressly set forth in paragraph 9(b) of this Lease, Landlord shall have no obligations or liabilities whatsoever with respect to the management, operation, maintenance or repair of the Premises during the Term of this Lease, and Tenant shall manage, operate, maintain and repair the Premises in accordance with this Lease and shall pay all costs and expenses incurred in connection therewith before such costs or expenses become delinquent. Without limiting the generality of the foregoing, throughout the entire Term of this Lease, Tenant shall pay, as Additional Rent (either directly or as a reimbursement for Landlord's costs therefor as provided in paragraph 29 of this Lease), all (or, from and after the Premises Conversion Date, the relevant proportionate share of, all) premiums for all property and liability insurance covering the Premises required under this Lease, all Property Taxes (as defined in paragraph 6(a)) and all Other Taxes (as defined in paragraph 6(b)) that accrue during or are allocable to the Term of this Lease, and for Property Taxes and Other Taxes, allocable for any period of time prior to the Term of this Lease. This paragraph 5(b) shall not limit Landlord's express obligations, if any, pursuant to paragraphs 8(c), 9(b), 10 and 14 of this Lease from and after the Premises Conversion Date.

(c) Tenant shall pay all Fixed Rent to Landlord, in advance, on or before the first day of each and every calendar month during the Term of this Lease (other than the payment due on the Commencement Date which is due as set forth in the Basic Lease Information) without notice, by wire transfer or other electronic means (or otherwise so there are collected funds available to Landlord on the due date). Interest at the Overdue Rate shall accrue on unpaid Fixed Rent from the due date thereof to the date of actual payment. If the Fixed Rent is paid after its due date, a late charge of five percent (5%) of the delinquent amount shall be due and payable; provided, however, that no late charge shall be imposed for the first late payment during the Term, if

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Tenant cures the delinquency within three (3) Business Days of its delinquency. Tenant shall pay to Landlord or the Person entitled thereto all Additional Rent when due. Tenant shall pay all Rent to Landlord without notice, demand, deduction or offset, in lawful money of the United States of America, to the wire transfer address of Landlord specified in the Basic Lease Information, or to such other accounts and/or Person or Persons or at such other place or places as Landlord may from time to time designate in writing. If Tenant fails to pay any Additional Rent when due, Landlord shall have all rights, powers and remedies provided for this Lease or by law or equity or otherwise in the case of nonpayment of Fixed Rent. In the event of any failure on the part of Tenant to pay and discharge any Additional Rent as and when due, Tenant shall promptly pay and discharge any fee, penalty, interest or cost which may be assessed or added by applicable Legal Requirements or under any agreement with a third Person for non-payment or late payment of such Additional Rent, all of which shall also constitute Additional Rent.

(d) Neither Tenant's inability or failure to take possession of all or any portion of the Premises for any reason whatsoever, shall delay or otherwise affect Tenant's obligation to pay Rent for the Premises from and after the Commencement Date.

6. TAXES

(a) Tenant shall pay, as Additional Rent, all Property Taxes prior to the assessment of any interest or penalty for late payment provided, however, if Landlord or Mortgagee is holding Tenant's estimated payments thereof pursuant to paragraph 6(f) below, Landlord or Mortgagee shall instead make such payments upon Tenant's behalf solely to the extent of such estimated payments, and subject to the rights of Mortgagee thereto. "**Property Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges (and any tax, assessment, excise, levy, municipal service fee, fee or charge levied wholly or partly in lieu thereof or as a substitute thereof or as an addition thereto) of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority on or against, or otherwise with respect to, or which are allocable to, the Premises or any part thereof or any personal property used in connection with the Premises. For this avoidance of doubt, "Property

Taxes” shall include Tenant’s Lot Share of such amounts allocable to the Lot and/or the Buildings thereon as a whole and Tenant’s Campus Share of such amounts allocable to the Campus as a whole. “Property Taxes” shall not include net income, franchise, transfer or inheritance taxes of Landlord, except to the extent levied or assessed against Landlord as a substitute in whole or in part for any Property Taxes.

(b) Tenant shall pay, as Additional Rent, all Other Taxes prior to the assessment of any interest or penalty for late payment; provided, however, if Landlord or Mortgagee is holding Tenant’s estimated payments thereof pursuant to paragraph 6(f) below, Landlord or Mortgagee shall instead make such payments upon Tenant’s behalf solely to the extent of such estimated payments, and subject to the rights of Mortgagee thereto. “Other Taxes” shall mean all taxes, assessments, excises, levies, fees and charges, including all payments related to the cost or occupation of providing facilities or services, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed

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(x) pursuant to any agreement described in item (b) of the definition of Permitted Encumbrances or (y) by any public or government authority upon, or measured by, or reasonably attributable or allocable to (i) the Premises, (ii) the cost or value of Tenant’s equipment, furniture, fixtures and other personal property located in the Premises (including, without limitation, Tenant’s Trade Fixtures) or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord, (iii) any Rent payable under this Lease, including any gross income tax or excise tax levied by any public or government authority with respect to the receipt of any such Rent but only to the extent that such taxes are in lieu of or a substitute for any Property Taxes, (iv) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or (v) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. For the avoidance of doubt, “Other Taxes” shall include Tenant’s Lot Share of such amounts allocable to the Lot and/or the Buildings thereon as a whole and Tenant’s Campus Share of such amounts allocable to the Campus as a whole. “Other Taxes” shall not include net income, franchise, transfer, or inheritance taxes of Landlord except to the extent levied or assessed against Landlord in whole or in part in lieu of, as a substitute for, or as an addition to any Other Taxes.

(c) Except for any tax on the net income derived from the Fixed Rent, if at any time during the Term, any method of taxation shall be such that there shall be levied, assessed or imposed on the Landlord, or on the Fixed Rent or Additional Rent, or on the Premises, or any portion thereof, or any portion of the Lot or the Campus allocable to the Premises, a capital levy, gross receipts tax, occupational license tax or other tax on the Rents received therefrom, or a franchise tax, or an assessment, gross receipts levy or charge measured by or based in whole or in part upon such gross Rents, Tenant, to the extent permitted by law, covenants to pay and discharge the same, it being the intention of the parties hereto that the Fixed Rent to be paid hereunder shall be paid to Landlord absolutely net without deduction or charge of any nature whatsoever, foreseeable or unforeseeable, ordinary or extraordinary, or of any nature, kind, or description.

(d) Tenant covenants to furnish Landlord, promptly following payment by Tenant (and in any event within fifteen (15) days after Landlord’s request), official receipts of the appropriate taxing authority, if any, or other appropriate proof reasonably satisfactory to Landlord, evidencing the payment of all Impositions. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition may be relied upon by Landlord as sufficient evidence that such Imposition is due and unpaid at the time of making or issuance of such certificate, advice or bill.

(e) So long as no Event of Default exists, and solely with respect to period prior to the Premises Conversion Date, Tenant shall have the right to contest the amount or validity, in whole or in part, of any Property Tax or Other Tax assessed against the Premises or any portion thereof or to seek a reduction in the valuation of the Premises as assessed for real estate property tax purposes by appropriate proceedings diligently conducted in good faith (but only after payment of such Property Tax or Other Tax). Landlord shall not be required to join in any proceeding referred to in this subparagraph (e) unless required by law, in which event Landlord shall, upon written request by Tenant, join in such proceedings or permit the same to be brought in its name, all at Tenant’s expense. Landlord agrees to provide, at Tenant’s expense, whatever assistance

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Tenant may reasonably require in connection with any such contest. Tenant covenants that Landlord shall not suffer or sustain any costs or expenses (including counsel fees) or any liability in connection with any such proceeding. No such contest may be prosecuted if it could subject Landlord to any civil liability or the risk of any criminal liability or otherwise adversely affect Landlord, the Premises or the Campus or if the contest relates to or could affect any period after the Premises Conversion Date. Tenant shall indemnify and defend Landlord against and save Landlord and the Premises, and any portion thereof, harmless from and against all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including attorney’s fees, to the extent resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such Property Tax or Other Tax or valuation proceeding.

(f) Upon Landlord’s request prior to Premises Conversion Date, and in any case from and after the Premises Conversion Date, Tenant shall pay to Landlord (or its Mortgagee, if so requested) on the first day of each calendar month an amount equal to one twelfth (1/12) of the Property Taxes and Other Taxes thereafter due and payable, as reasonably estimated by Landlord on the basis of assessments and bills and estimates thereof. Such amounts shall be held by Landlord or Mortgagee, without interest, and shall not be deemed to be trust funds and may be commingled with the general funds of Landlord or Mortgagee. Landlord shall apply such amounts paid by Tenant under this paragraph 6(f) to the payment before delinquency of the Property Taxes and Other Taxes, subject to any rights of the Mortgagee thereto. If at any time the amount on deposit pursuant to this paragraph 6(f) shall be less than the amount reasonably deemed necessary by Landlord to pay such Property Taxes or Other Taxes as they become due or if at any time the required payments on account of Property Taxes or Other Taxes for any tax year or Operating Year are greater than the estimated payments (if any) theretofore made by Tenant on account thereof for such tax year or Operating Year, Tenant shall pay to Landlord the amount necessary to make the deficiency within fifteen (15) days after notice from Landlord requesting payment thereof. If estimated payments theretofore made by Tenant for such tax year or Operating Year exceed Tenant’s required payment on account thereof for such tax year or Operating Year, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant with respect to Property Taxes or Other Taxes (or refund such overpayment if the Term has ended and Tenant has no further obligation to Landlord). Landlord shall have the same rights and remedies for the nonpayment by Tenant of any payments due on account of Property Taxes or Other Taxes as Landlord has hereunder for the failure of Tenant to pay Fixed Rent.

(g) So long as no Event of Default exists (and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default), Landlord will, within thirty (30) days after receipt, reimburse Tenant for its share of any refund of Property Tax or Other Tax received by Landlord (net of any amounts then due Landlord and net of amounts incurred by Landlord in connection with such tax contest) as a result of any tax contest relating to the Term (and only to the extent that Tenant actually paid the Property Tax or Other Tax in question). Landlord reserves the right to contest the amount or validity, in whole or in part, of any Property Tax or Other Tax or to seek a reduction in the valuation of the Premises as assessed for real estate property tax purposes.

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7. NET LEASE; NON-TERMINABILITY

(a) This is an absolutely net lease and the Fixed Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice, demand, set-off, counterclaim, abatement, suspension, deduction or defense. It is the intention of the parties hereto that the Fixed Rent shall be an absolutely net return to Landlord throughout the Term of this Lease. In order that such Rent shall be absolutely net to Landlord, except as and to the extent otherwise expressly provided in paragraph 9(b) of this Lease, Tenant shall pay when due, and save Landlord harmless from and against, any and all costs, charges and expenses attributable to the Premises, including each fine, fee, penalty, charge (including governmental charges), assessments, sewer rent, Impositions, insurance premiums as may be required from time to time by Landlord or Mortgagee, utility expenses, carrying charges, costs, expenses and obligations of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, the payment for which Landlord or Tenant is, or shall become liable by reason of any rights or interest of Landlord or Tenant in, to or under the Premises or this Lease or in any manner relating to the ownership, leasing, operation, management, maintenance, repair, rebuilding, use or occupation of the Premises, or of any portion thereof. This paragraph 7(a) shall not limit Landlord's express obligations, if any, pursuant to paragraphs 8(c), 9(b), 10 and 14 of this Lease from and after the Premises Conversion Date.

(b) This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, except as expressly provided in paragraphs 10 and 14, nor shall Tenant be entitled to any abatement, suspension, deferment or reduction of, or setoff, counterclaim or defense with respect to, Rent hereunder except as expressly provided in paragraphs 10 and 14, nor shall the obligations of Tenant under this Lease be affected, by reason of (i) any damage to or destruction of all or any part of the Premises from whatever cause; (ii) subject to paragraph 14, the taking of the Premises or any portion thereof by condemnation, requisition or eminent domain proceedings; (iii) the prohibition, limitation or restriction of or interference with Tenant's use of all or any part of the Premises, or any interference with such use; (iv) any eviction by paramount title or otherwise; (v) Tenant's acquisition or ownership of all or any part of the Premises otherwise than as expressly provided herein; (vi) any default on the part of Landlord under this Lease, the Related Leases or under any other agreement to which Landlord and Tenant may be parties; (vii) any defect in the condition, merchantability, design, construction, quality or fitness for use of the Premises or any part thereof, or the failure of the Premises to comply with all Legal Requirements, including any inability to occupy or use the Premises by reason of such non-compliance; (viii) any defect in title to or rights to the Premises or any lien on such title or rights or on the Premises; (ix) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceedings relating to Tenant, Landlord, or any other Person, or any action taken with respect to this Lease by any trustee or receiver of Tenant, Landlord, or any other Person, or by any court, in any such proceeding; (x) any claim that Tenant has or might have against any Person, including without limitation Landlord, any vendor, manufacturer, contractor of or for the Premises; (xi) any invalidity or unenforceability or illegality or disaffirmance of this Lease or against or by Tenant or any provision hereof; (xii) the impossibility or illegality of performance by Tenant, Landlord or both; (xiii) any action by any court, administrative agency or other governmental authority, or (xiv) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

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It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Fixed Rent, the Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected unless the requirement to pay or perform the same shall have been terminated pursuant to any express provision of this Lease. Except as expressly provided in paragraph 10, Tenant agrees that Tenant will not be relieved of the obligations to pay the Fixed Rent or any Additional Rent in case of damage to or destruction of the Premises.

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

(d) Tenant waives all rights which may now or hereafter be conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of, or setoff, counterclaim or defense with respect to, the Fixed Rent, Additional Rent or any other sums payable under this Lease. Tenant shall remain obligated under this Lease in accordance with its terms and Tenant hereby waives any and all rights now or hereafter conferred by statute or otherwise to modify or to avoid strict compliance with its obligations under this Lease. Notwithstanding any such statute or otherwise, Tenant shall be bound by all of the terms and conditions contained in this Lease.

8. SERVICES

(a) Prior to the Premises Conversion Date, Tenant shall, at Tenant's sole cost and expense, supply the Premises with electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, window washing, security service, janitor, pest control and disposal services (including hazardous and biological waste disposal), and such other services as Tenant determines to furnish to the Premises.

(b) Landlord shall have the right to install, at Landlord's expense, separate electricity, water, gas and/or other utility check/sub-meters and related installation equipment measuring the utility consumption/demand of Tenant in Space 1. If so installed, Tenant shall at its cost keep such meters and installation equipment in good working order and repair. As Additional Rent, Tenant shall pay directly to the utility, as they become due, all bills for

electricity, gas, steam, telephone, oil, water and sewer, and other utilities (whether they are used for furnishing heat or air conditioning or for other purposes) that are furnished to the Premises and now or hereafter separately metered or billed by the utility to the Premises. If any utilities used or consumed by Tenant are not separately metered, Tenant shall pay its allocable share of such utilities, based on use, as determined by Landlord.

(c) From and after the Premises Conversion Date:

(i) to the extent that central heating, air conditioning and ventilation then service the entire Building, Landlord shall, on Business Days from 8:00 a.m. to 6:00 p.m. ("**Business Hours**"), furnish heating and cooling as normal seasonal changes may require to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation at an occupancy of not more than one person per 150 square feet of Premises rentable area and an electrical load not exceeding 3.5 watts per square foot of Premises rentable area and such other design or operating requirements as may be reasonably imposed by Landlord. Landlord shall have no liability to Tenant if the Premises are not maintained at a reasonably comfortable space temperature during any period when the occupancy, electrical load, or other requirements described in the preceding sentence are exceeded or otherwise violated. If Tenant shall require air conditioning, heating or ventilation outside of Business Hours ("**Overtime Service**"), Landlord shall furnish such Overtime Service upon reasonable advance notice from Tenant, and Tenant shall pay therefor such charges as may from time to time be in effect. In the event Tenant introduces into the Premises personnel or equipment which overloads the capacity of the Building systems or in any other way interferes with the systems' ability to perform adequately its proper functions, Landlord shall have no liability to Tenant on account of such inadequacy and supplementary systems may, if and as needed, at Landlord's option, be provided by Landlord, at Tenant's expense.

(ii) Landlord shall also provide:

(A) Warm water for lavatory purposes and cold water (at temperatures supplied by the municipality in which the Building is located) for drinking, lavatory and cleaning purposes; and

(B) Snow and ice removal from the walks, driveways and parking areas which Tenant is entitled to use under this Lease, and landscaping of surrounding grounds.

(iii) Tenant understands that electricity will not be available to the Premises in excess of the electrical load capacity existing as of the Premises Conversion Date and Tenant agrees in its use of the Premises (i) not to exceed such load capacity and (ii) that its total connected lighting load will not exceed the maximum from time to time permitted under applicable Legal Requirements. If, without in any way derogating from the foregoing limitation, Tenant shall require electricity in excess of the requirements set forth above, Tenant shall notify Landlord and Landlord may (without being obligated to do so) supply such additional service or equipment at Tenant's sole cost and expense. Landlord shall purchase and install, at Tenant's expense, all lamps, tubes, bulbs, starters and ballasts. Tenant's use of electric energy shall never exceed the capacity of the then existing installations providing such electric energy to the Premises. Landlord shall have no liability to Tenant by reason of (x) any interruption in the supply of electric energy to the Premises, or (y) the quantity or character of electric energy available to the Premises not being suitable for Tenant's requirements.

(iv) Tenant shall, at Tenant's sole cost and expense, supply the Premises with interior window washing, security services, janitor, pest control and trash disposal services (including hazardous and biological waste disposal).

Landlord reserves the right, without liability to Tenant and without it being deemed a constructive eviction or giving rise to any rent abatement or diminution, to stop or interrupt any heating, ventilating, air-conditioning, power, electricity, water, gas, or other service (and to stop or interrupt the use of any Building or Campus facilities and systems) at such times as may reasonably be necessary in connection with the making of repairs, alterations or improvements or by reason of one or more Events of Force Majeure.

(d) Landlord shall not be in default hereunder or be liable for any damage or loss directly or indirectly resulting from, nor shall the Fixed Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in furnishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Landlord or Tenant or by the making of repairs or improvements to the Premises, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Premises, whether such results from mandatory governmental restriction or voluntary compliance with governmental guidelines. Tenant shall pay the full cost of all of the foregoing services and all other utilities and services supplied to the Premises as Additional Rent.

9. REPAIRS AND MAINTENANCE; REPLACEMENT

(a) Tenant shall, at its own sole cost and expense, keep the Premises, including all portions thereof, in good order and condition as a first class commercial property at all times on and after Commencement Date to and including the date of the termination of the Term, by lapse of time or otherwise. Tenant acknowledges the deferred maintenance items and other items requiring repair existing as of the Commencement Date as set forth on Exhibit F, and Tenant agrees, at its sole cost and expense, to repair all of the same to the "good order and condition" standard set forth in the prior sentence on or before July 31, 2006. Except as expressly provided otherwise in paragraph 9(b) below, Tenant shall timely and properly maintain, repair and replace all of the Premises and all its component parts, including parking lot surface and stripes, all landscaping, mechanical systems, electrical and lighting systems, plumbing and sewage systems, fixtures and appurtenances, interior walls, columns and floors, and ceilings, so as to preserve and protect the useful life, utility and value of such components, and in all events so as to preserve the effectiveness of any warranty relating thereto, such repairs and replacements to be at least in quality and class to the original work. Except as expressly provided otherwise in paragraph 9(b) below, if any building system or component shall become obsolete, non-functional, or uneconomic to repair, Tenant shall remove such item from the Premises and, promptly replace it with an item of comparable initial value and function. Promptly upon installation of any equipment, which is not Tenant's Trade Fixtures, Tenant shall deliver to Landlord the original warranty (which shall specify Landlord as the owner of the equipment and

Tenant's having a non-exclusive license and authority of Landlord solely to enforce such warranty during the Term of the Lease) relating to such equipment. Within thirty (30) days following Landlord's written request therefor, Tenant shall deliver to Landlord a written statement showing all removals and replacements of such systems or components since the last such report, including manufacturers,

model numbers, and serial numbers. Landlord may, upon two (2) Business Days' prior notice (except that no notice shall be required if an Event of Default exists), cause independent private inspectors to make inspections of any building and building systems on the Premises or segments thereof to determine Tenant's compliance under this paragraph 9. If such inspection by Landlord reveals that the Premises, or any portion thereof, including any equipment thereon, is not in the condition required by this Lease in any material respect, then Tenant shall pay for such additional inspections performed by Landlord through the inspection approving the condition of such Premises as being in conformity with the Lease. In addition, Tenant shall pay the cost of any such inspection at the Premises by or on behalf of Landlord while an Event of Default exists. Tenant shall not take, or cause or permit to be taken, any action that would limit or void the effectiveness of any warranty or guaranty relating to the roof, foundation, exterior walls or building systems of the Building. If the premium or rates payable with respect to any policy or policies of insurance purchased by Landlord with respect to the Building or the Lot increases as a result of payment by the insurer of any claim arising from any act or neglect of Tenant, its assignee, subtenant, contractors or invitees, Tenant shall pay such increase, from time to time, within fifteen (15) days after demand therefor by Landlord, as Additional Rent.

(b) Except as provided in paragraph 10 and 14 and unless due to the negligence, willful misconduct or breach of any provision of this Lease (including the penultimate sentence of Section 9(a)) of or by Tenant or the Persons claiming by, through or under Tenant, (x) Landlord shall maintain, repair and replace the roof, foundation and exterior walls of the Building in good order and condition as a first class commercial property at all times on and after Commencement Date to and including the date of the termination of the Term, and (y) in addition, from and after the Premises Conversion Date, Landlord shall maintain, repair and replace in good order and condition, the parking lot surface and stripes, all landscaping, mechanical systems, electrical and lighting systems, plumbing and sewage systems, Building fixtures and appurtenances, (but specifically excluding any supplemental or accessory heating, ventilation or air conditioning equipment or systems and telecommunications/computer systems and any other equipment or systems exclusively servicing the Premises, all of which shall be maintained in good condition by Tenant at its sole expense), all insofar as they affect the Premises, except that Landlord shall in no event be responsible to Tenant for the repair of glass in the Premises, or the doors (or related glass and finish work) leading to the Premises. Landlord may, upon one business (1) day notice to Tenant (except in the case of emergency, in which case Tenant no notice shall be necessary), enter the Premises to perform such required maintenance and make such required repairs and replacements. Tenant shall cooperate with Landlord's performance of its obligations under this paragraph 9(b) and, to the extent that the same have not been duly assigned to Landlord on the Commencement Date, shall duly assign all of Tenant's right, title and interest in and to any warranties or guaranties pertaining to the roof, the foundation and/or the exterior walls of the Building.

(c) Landlord may, but is not required to, after one business (1) day notice to Tenant (except in the case of emergency, in which case no notice to Tenant shall be necessary), enter the Premises and make such repairs, alterations, improvements, additions, replacements or maintenance as Landlord deems necessary to cure any default of Tenant hereunder, and Tenant shall pay Landlord as Additional Rent forthwith (and in any event within thirty (30) days) after being billed for same by Landlord the cost thereof plus an administrative fee of three percent (3%) of such cost, which bill shall be accompanied by reasonably supporting documentation.

Such amounts shall bear interest at the Overdue Rate from the date of expenditure by Landlord to the date of repayment by Tenant at the Overdue Rate.

(d) Except as expressly provided in paragraph 9(b) hereof with respect to the period prior to the Premises Conversion Date, and except as expressly provided in paragraphs 9(b), 10 and 14 hereof with respect to the period from and after the Premises Conversion Date, it is intended by Tenant and Landlord that Landlord shall have no obligation, in any manner whatsoever, to build any improvements on the Premises, to maintain or make any repairs, replacements, alterations or renewals of any nature or description to the Premises (or any equipment therein), whether structural or nonstructural, all of which obligations are intended, as between Landlord and Tenant, to be those of Tenant. Tenant expressly waives the benefit of any statute now or in the future in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

(e) Tenant shall maintain at the Premises, and turn over to Landlord upon the Premises Conversion Date or the sooner termination of this Lease, then current operating manuals and original warranties (to the extent applicable) for the equipment then located on the Premises.

(f) From and after the Premises Conversion Date, Tenant shall perform at its sole expense all maintenance and repairs to portions of the Campus (including the Building) outside the Premises to the extent the need for such maintenance or repair results from the particular manner of use of the Premises or any part in thereof, the performance of any alterations, improvements or additions, or as a result of any act or omission, by Tenant or any of its subtenants or any party claiming by, through or under Tenant or any such subtenants.

10. DESTRUCTION OF OR DAMAGE TO PREMISES

(a) If the Premises are damaged by fire or other Casualty prior to the Premises Conversion Date, then, except as expressly provided in paragraph 10(d), Tenant shall, at its expense, repair such damage and restore the Premises to substantially the same or better condition as existed before the occurrence of such fire or other Casualty using materials of the same or better grade than that of the materials being replaced (herein, a "**Casualty Repair**") and this Lease shall remain in full force and effect. Such repair and replacement by Tenant shall be done in accordance with paragraph 23 and the standards of paragraph 9 and Tenant shall, at its expense, obtain all permits required for such work. An architect or engineer selected by Landlord shall review, at Tenant's expense, all plans and specifications and all draw requests hereunder.

(b) In no event shall Fixed Rent or Additional Rent abate, nor shall this Lease terminate (except as expressly provided in paragraph 10(d)), by reason of such damage, destruction or other Casualty. With respect to a Casualty occurring prior to the Premises Conversion Date, provided that no Event of

Default by Tenant shall then exist under this Lease (and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default), and provided Tenant has (Tenant hereby covenanting to do so): (i) delivered to Landlord plans and specifications and a budget for such Casualty Repair (all of which Landlord shall have approved), and (ii) deposited with Landlord or the Proceeds Trustee cash in the sum equal to the excess, if any, of the total cost set forth in such approved budget over the amount of net insurance proceeds received on account of such Casualty, then Landlord

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shall make or shall cause to be made available to Tenant all net insurance proceeds actually received by Landlord on account of such Casualty, for application to the costs of such approved repair and restoration, as set forth below.

(c) For all Casualty Repairs by Tenant with respect to a Casualty occurring prior to the Premises Conversion Date, the following apply:

As used herein the “**Casualty Threshold**” means \$350,000. If the Net Casualty Proceeds in respect of the applicable fire or other Casualty are less than the Casualty Threshold, such Net Casualty Proceeds shall be paid to Tenant to apply to the cost of restoration. If the Net Casualty Proceeds in respect of the applicable fire or other Casualty are equal to or greater than the Casualty Threshold, such Net Casualty Proceeds shall be paid to the Proceeds Trustee (herein, together with amounts required to be deposited with Landlord or the Proceeds Trustee pursuant to paragraph 10(b), called the “**Restoration Fund**”) for release to Tenant as restoration progresses, subject to and in accordance with paragraph 10(b). If Landlord mortgages the Premises with a Mortgage, the Mortgagee hereunder may, at its option be appointed Proceeds Trustee for so long as such Mortgage remains outstanding. Insurance proceeds shall be deposited in an interest bearing account and interest shall be distributed to Tenant upon completion of said installation, repair, replacement or rebuilding, provided no default has occurred and is continuing hereunder. All checks drawn on said account shall be signed by the Proceeds Trustee. Subject to Section 10(b) above, the Restoration Fund shall be disbursed to Tenant by the Proceeds Trustee under the following procedure, as said procedures may be modified to conform to the disbursement procedures set forth in the Mortgage or otherwise as may be reasonably requested by Landlord, Mortgagee and/or the Proceeds Trustee:

(i) Before commencing the Casualty Repair, the architects, general contractor(s), and plans and specifications for the Casualty Repair shall be approved by Landlord and Mortgagee, which approval shall not be unreasonably withheld, conditioned or delayed;

(ii) No more frequently than once per calendar month, Tenant may request that Landlord reimburse Tenant out of the Restoration Fund for costs incurred by Tenant for work in place to repair and restore the damaged portion of the Premises. Tenant’s request shall contain a certification by Tenant’s general contractor and architect that all work for which reimbursement is requested was performed in compliance with the plans and specifications approved by Landlord pursuant to paragraph 23 and all applicable Legal Requirements, and shall include reasonably satisfactory evidence of the costs incurred by Tenant and unconditional partial (as to the amount received compared to percentage completion) or final lien releases, as applicable, in form and substance required by applicable law executed by all mechanic’s, materialmen, laborers, suppliers and contractors who performed any portion of the repair work or supplied materials included in the application;

(iii) At the time of any requested disbursement, no Event of Default (and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default) shall exist and no mechanics’ or materialmen’s liens shall have been filed and remain undischarged or unbonded;

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(iv) Disbursements shall be made from time to time in an amount not exceeding the hard and soft cost of the work and costs incurred since the last disbursement upon receipt of (A) satisfactory evidence, including architects’ certificates of the stage of completion, of the estimated costs of completion and of performance of the work to date in a good and workmanlike manner in accordance with the contracts, plans and specifications therefor, (B) partial releases of liens, if the same are obtainable or, if such partial releases are not obtainable, a lien bond or endorsements to Landlord’s and Mortgagee’s title insurance policies showing no exceptions for mechanics’ or materialmen’s or any similar liens, and (C) other reasonable evidence of cost and payment so that Landlord can verify that the amounts disbursed from time to time are represented by work that is completed in place or delivered to the site and free and clear of mechanics’ lien claims;

(v) Each request for disbursement shall be accompanied by a certificate of Tenant describing the work, materials or other costs or expenses for which payment is requested, stating the cost incurred in connection therewith and stating that Tenant has not previously received payment for such work or expense and the certificate to be delivered by Tenant upon completion of the work shall, in addition, state that the work has been substantially completed and complies with the applicable requirements of this Lease;

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

(vii) The Proceeds Trustee may retain ten percent (10%) of the Restoration Fund until the Casualty Repair is substantially complete;

(viii) At all times the undisbursed balance of the Restoration Fund held by Proceeds Trustee plus any funds contributed thereto by Tenant, at its option, shall be not less than the cost of completing the Casualty Repair, free and clear of all liens; and

(ix) Notwithstanding any contrary provision hereof, if an Event of Default or an event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default has occurred and is continuing, Landlord shall be entitled to retain any portion of the Restoration Fund and to apply the same to either repair the damages or to pay other amounts due Landlord hereunder or Mortgagee under the Mortgage, at Mortgagee’s or, if there is then no Mortgagee, Landlord’s sole option. No such retention by Landlord shall impose on Landlord any obligation to repair the Premises or relieve Tenant of its obligations to repair the Premises.

(d) If (i) fifty percent (50%) or more of the Premises shall have been substantially damaged or destroyed by a Casualty, (ii) Tenant determines that such Casualty has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business and (iii) the Casualty occurs during the last two (2) Lease Years of the then

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unexpired Term for Space 1, then Tenant, shall have the right to terminate this Lease by giving notice to Landlord of Tenant's election to do so within ninety (90) days after the date of such Casualty notice, together with an assignment to Lender and Mortgagee, as their interests may appear, of all of Tenant's right, title and interest in any insurance proceeds recovered or recoverable in respect of the Casualty, together with payment of the amounts of any applicable deductible, whereupon this Lease shall terminate thirty (30) days after the date of such notice (the "**Casualty Termination Date**"), except for any obligations or liabilities which have accrued prior to the Casualty Termination Date or that survive the expiration or termination of this Lease.

(e) If, at any time from and after the Premises Conversion Date, the Premises or the Building shall have been substantially damaged or destroyed by Casualty (the term "substantially damaged" meaning, for purposes of this paragraph 10(e) only, damage of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within sixty (60) days from the time that repair work would commence), then Landlord shall have the right to terminate this Lease by giving notice of Landlord's election so to do within ninety (90) days after the occurrence of such Casualty, whereupon this Lease shall terminate thirty (30) days after the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof. If this Lease shall not be terminated pursuant to this paragraph 10(d) or 10(e) above, Landlord shall thereafter use due diligence to restore the Building (excluding any alterations made by Tenant pursuant to this paragraph 10(e) and any Tenant's Trade Fixtures) to proper condition for Tenant's use and occupation (subject to any Legal Requirements), provided that Landlord's obligation shall be limited to the amount of insurance proceeds available therefor. If, for any reason, such restoration shall not be substantially completed within six (6) months after the expiration of the 90-day period referred to above in this paragraph 10(e) (which six-month period shall be extended for such periods of time as Landlord is prevented from proceeding with or completing such restoration for any cause beyond Landlord's reasonable control), Tenant shall have the right to terminate this Lease by giving notice to Landlord thereof within thirty (30) days after the expiration of such period (as so extended) provided that such restoration is not substantially completed within such period. This Lease shall cease and come to an end without further liability or obligation on the part of either party thirty (30) days after such giving of notice by Tenant (except for any obligations or liabilities which have accrued prior to such termination date or that survive the expiration or termination of this Lease) unless, within such 30-day period, Landlord substantially completes such restoration. Such right of termination shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure so to complete such restoration, and time shall be of the essence with respect thereto.

11. INSURANCE, HOLD HARMLESS AND INDEMNIFICATION

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

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

(c) Tenant shall, at all times and during the Term of this Lease and at Tenant's sole cost and expense, obtain and keep in force comprehensive commercial general liability insurance, including contractual liability, fire, legal liability, and premises operations, all on an "occurrence" policy form, with a minimum combined single limit in the amount of Twenty Five Million Dollars (\$25,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons and damage to property occurring in, on or about the Premises, and such insurance shall name the Landlord, any Mortgagee, and any other parties reasonably designated by Landlord as additional insureds as their interests may appear. Tenant shall, at Tenant's sole cost and expense, be responsible for insuring Tenant's furniture, equipment, fixtures, computers, office machines and personal property (including, without limitation, Tenant's Trade Fixtures) at the full replacement cost thereof.

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

(e) Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, obtain and keep in force (a) with respect to the period prior to the Premises Conversion Date, insurance against loss (including earthquake and flood) or damage to the Premises by fire and all other risks of physical loss (including earthquake and flood) covered by insurance of the type now known as "all risk," in an amount not less than the full replacement cost of the Premises (without deduction for depreciation), including the cost of debris removal and such endorsements as Landlord may reasonably require; (b) with respect to the period prior to the Premises Conversion Date, if the Premises contains a boiler, boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, ventilation and air conditioning equipment, and elevator and escalator equipment, and insurance against loss of occupancy or use arising from any breakdown of any such items, in such amounts as Landlord may reasonably determine; (c) with respect to the period prior to the Premises Conversion Date, business interruption insurance insuring that the Fixed Rent will be paid to Landlord for the duration of the interruption if the Premises are destroyed or rendered untenable by any cause insured

against (it being understood that the existence of such insurance does not reduce Tenant's obligation to pay Fixed Rent without diminution as provided in this Lease); and (d)

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insurance in amounts and against such other risks as Landlord or Mortgagee may reasonably require and against such risks as are customarily insured against by operators of similar properties. In addition, during any period when any demolition or construction on the Land by Tenant (or any Person claiming by or through Tenant) is underway, Tenant shall maintain (or cause its general contractor to maintain for the benefit of Tenant, Landlord, and Mortgagee) the following insurance: (i) completed value builders risk insurance for the Premises, including all building materials thereon, covering loss or damage from fire, lightning, extended coverage periods, sprinkler, leakage, vandalism, malicious mischief and perils insured in an amount not less than the cost, as reasonably estimated by Landlord, of the construction of the Improvements or alterations thereto, and (ii) cause the contractor performing the work to maintain worker's compensation insurance covering the full statutory liability as an employer of the contractor performing the work of such construction or alterations. Upon Landlord's request, Tenant shall obtain contingent property/direct terrorism insurance coverage for the Premises with respect to the period prior to the Premises Conversion Date, in such amounts, with such deductibles and on such terms as Landlord or Mortgagee requires, and the costs of such contingent property/direct terrorism insurance shall be borne equally by Landlord and Tenant.

(f) All insurance required to be maintained by Tenant under this paragraph 11 and all renewals thereof shall be issued by good and responsible companies qualified to do and doing business in the state of where the Premises are located (or in the case of workers compensation in the applicable state) and having an S&P claims paying ability rating of at least "AA" at the time of policy inception and each annual renewal thereof or be otherwise acceptable to Landlord. Any insurance company selected by Tenant which is rated in Best's Key Rating Guide or any successor thereto (or if there be none, an organization having a similar national reputation) shall have a general policyholder rating of "A" and a financial rating of at least 10 in Best's Key Rating Guide at the time of policy inception and each annual renewal thereof or be otherwise acceptable to Landlord. All deductible amounts shall not exceed \$250,000 under each such insurance policy. Each policy to be maintained by Tenant under subpart (e) of this paragraph 11 shall expressly provide that the policy shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and its Mortgagee and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and its Mortgagee and such period of thirty (30) days shall have expired. All insurance under subparts (c) and (e) of this paragraph 11 to be maintained by Tenant shall designate Landlord, Mortgagee (as designated by Landlord), and any other parties having an insurable interest in the Premises or this Lease and designated by Landlord as an additional insured and/or, in the case of any property insurance required to be maintained by Tenant hereunder, loss payee, shall be primary and noncontributing with any insurance which may be carried by Landlord, and shall afford coverage for all insured claims based on any insured act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period. The insurance policy required under subpart (e) shall expressly provide that Landlord, although named as a loss payee, shall nevertheless be entitled to recover under the policy for any covered loss, injury or damage suffered by Landlord. For the avoidance of doubt, all property insurance proceeds except for those allocable to Tenant's Trade Fixtures under this Lease shall be paid directly to Landlord or Mortgagee and applied in accordance with Section 10 above. Each insurance policy referred to herein shall, to the extent applicable, contain standard non-contributory mortgagee clauses in favor of Mortgagee. Tenant may carry such insurance under

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"blanket" policies, provided such policies provide the same coverage as required herein. Upon the issuance or renewal of each insurance policy to be maintained by Tenant hereunder and upon request of Landlord (but in no event less frequently than once each year), Tenant shall deliver to Landlord certificates of insurance evidencing the existence of such policies. If Tenant should fail to carry the insurance required by this paragraph 11 and shall fail to cure such default within two (2) Business Days following delivery of Landlord's notice of default to Tenant (provided that no such notice shall be required and no grace period shall apply if insurance coverage is at risk of lapsing imminently), (a) Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them and all premiums paid by Landlord shall be payable by Tenant as Additional Rent on demand and (b) Tenant shall pay to Landlord, immediately upon demand all costs incurred by Landlord to obtain and maintain in effect the policies of insurance required under this paragraph 11.

(g) Tenant waives on behalf of all insurers under all policies of property, liability and other insurance (excluding workers' compensation) now or hereafter carried by Tenant insuring or covering the Premises, or any portion or any contents thereof, or any operation therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Landlord waives on behalf of all insurers under all policies of property, liability and other insurance (excluding workers' compensation) now or hereafter carried by Landlord insuring or covering the Premises or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Landlord against Tenant. With respect to claims that Tenant may have against Landlord for fire or casualty damage to any or all of the Premises, property on the Premises, the Building, or other property in the Campus (including business interruption caused thereby), which claims are covered by insurance payable to and protecting Tenant, or would have been so covered had Tenant obtained the insurance required under this Lease, Tenant hereby waives all claims to the extent of the insurance coverage to which Tenant is entitled or that should have been entitled as aforesaid. The foregoing waiver shall apply to claims for damage whether such damage is caused wholly or partially by Landlord or its agents, employees, tenants, subtenants, licensees, or assignees. Prior to the Premises Conversion Date, Tenant shall have the right to adjust losses under all policies of property insurance required by this Lease (unless an Event of Default exists) and Landlord shall have the right to participate in such process. If Tenant fails to adjust losses in a diligent manner or an Event of Default exists, Landlord may assume sole control of the adjustment process, but only with respect to Landlord's and its Mortgagee's insurable interest.

(h) Upon the occurrence of an Event of Default, Tenant, upon request, shall pay to Landlord (or its Mortgagee, if so requested by Landlord) on the first day of each calendar month an amount equal to one twelfth (1/12) of the premiums for the insurance required by this paragraph 11, as reasonably estimated by Landlord on the basis of bills and estimates thereof. If such premium payments shall have been made by Tenant, such amounts shall be held by Landlord or Mortgagee, without interest, and shall not be deemed to be trust funds and may be commingled with the general funds of Landlord or Mortgagee. Landlord shall apply such amounts to the payment of the insurance premiums with respect to which such amounts were paid, subject to any rights of Mortgagee thereto. If at any time the amount on deposit pursuant to this paragraph 11(h) shall be less than the amount deemed necessary by Landlord to pay such premiums as they become due, Tenant shall pay to Landlord the amount necessary to make the

deficiency within five (5) days after notice from Landlord requesting payment thereof. Upon the expiration or termination of the term of this Lease (other than as a result of an Event of Default), Landlord shall promptly refund, and cause its Mortgagee to refund, to Tenant any amount held by Landlord pursuant to this paragraph.

(i) During the Term the risk of loss of or decrease in the enjoyment and beneficial use of the Premises as a result of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise is assumed by Tenant, and Landlord shall in no event be answerable or accountable therefor, except as expressly provided in paragraph 10(e) of this Lease.

12. COMPLIANCE WITH LAWS; COVENANTS; LANDLORD SELF HELP

Tenant shall throughout the Term, at its sole cost and expense, promptly comply or cause compliance with or remove or cure any violation of any and all present and future laws including the Americans with Disabilities Act of 1990 and Environmental Laws (as hereafter defined), as the same may be amended from time to time, ordinances (zoning or otherwise), orders, rules, regulations and requirements of all Federal, State, municipal and other governmental bodies having jurisdiction over the Premises or Tenant and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Premises or Tenant (collectively, "**Legal Requirements**"), or any portion thereof, or (with respect to the period prior to the Premises Conversion Date) the sidewalks, curbs, roadways, alleys or entrances adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use of the Premises, or (with respect to the period prior to the Premises Conversion Date) such adjacent or appurtenant facilities, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby shall have been foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change in governmental policy, or require structural or extraordinary repairs, alterations or additions by Tenant and irrespective of the amount of the costs thereof. Tenant, at its sole cost and expense, shall comply with all agreements, contracts, easements, restrictions, reservations or covenants (including, without limitation, the Permitted Encumbrances) running with the land or hereafter created by Tenant or consented to, in writing, by Tenant or requested, in writing, by Tenant. Tenant shall also comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Premises and required to be obtained and maintained by Tenant under the terms of paragraph 11 hereof and shall comply with all development permits issued by governmental authorities issued in connection with development of the Premises. Tenant shall procure, maintain and comply with all licenses, permits, orders, approvals, consents and other authorizations required for the construction, use, maintenance and operation of the Premises and, prior to the Premises Conversion Date, for the use, operation, maintenance, repair and restoration of the Improvements. From and after the Premises Conversion Date, Tenant shall comply with all Legal Requirements applicable to portions of the Campus (including the Building) outside the Premises to the extent the need for such compliance results from the particular manner of use of the Premises or any part in thereof, the performance of any alterations, improvements or

additions, or as a result of any act or omission, by Tenant or any of its subtenants or any party claiming by, through or under Tenant or any such subtenants.

If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of paragraphs 6 or 26, or to take out, pay for, maintain and deliver any of the insurance policies or certificates of insurance provided for in paragraph 11, or shall fail to make any other payment or perform any other act on its part to be made or performed hereunder, then Landlord, after two (2) Business Days prior written notice to Tenant (or without notice in situations where Landlord determines that delay is likely to cause immediate harm to Landlord's interest in the Premises, including, without limitation, any potential lapse of insurance), and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may, but shall be under no obligation to do so,

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

(ii) make any other payment or perform any other act on Tenant's part to be paid or performed hereunder which Tenant shall not have performed within the time required thereof.

Landlord may enter upon the Premises or other portions at the Campus for any such cure purpose set forth in this paragraph 12 and take all such action in or on the Premises or other portions at the Campus as may be necessary thereof pursuant to this paragraph 12. All sums, actually so paid by Landlord and all costs and expenses, including attorney's fees, incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Overdue Rate and an administrative fee equal to five percent (5%) of all such costs and expenses, shall be paid by Tenant to Landlord on demand. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant, and which would have been payable upon such insurance, but Landlord shall also be entitled to recover, as damages for such breach, the uninsured amount of any loss, damages, costs and expenses of suit, including reasonable attorney's fees, suffered or incurred by reason of damage to or destruction of the Premises, or any portion thereof or other damage or loss which Tenant is required to insure against hereunder, occurring during any period when Tenant shall have failed or neglected to provide insurance as aforesaid.

13. PARTIAL TAKING

(a) This Section 13(a) shall apply solely with respect to a taking of less than substantially all of the Premises prior to the Premises Conversion Date. If less than substantially all of the Premises shall be taken prior to the Premises Conversion Date for public or quasi-public purposes, Tenant will promptly, at its sole cost and expense, restore, repair, replace or rebuild the improvements so taken in conformity with the requirements of paragraph 9 as nearly as practicable to the condition, size, quality of workmanship and market value thereof immediately prior to such taking, without regard to the adequacy of any condemnation award for such purpose. There shall be no abatement of Rent during such period of restoration. In performing its obligations, Tenant shall be entitled to all condemnation proceeds available to Landlord under the same terms and conditions for disbursement set forth for Casualty proceeds in paragraph 10 hereof, including such proceeds being made available by Mortgagee. Tenant shall, at its sole cost

and expense, negotiate and, if necessary, litigate, the amount of the award, and Landlord shall have the right to participate in such process, and if Tenant fails to diligently prosecute such efforts or if an Event of Default exists, Landlord may take control of the process. Any condemnation proceeds in excess of the amounts as are made available to Tenant for restoration or repair of the Premises, shall be the sole and exclusive property of Landlord. So long as no Event of Default exists, Tenant shall have the right to participate in condemnation proceedings with Landlord, and shall be entitled to receive any award made by the condemning authority in respect of business loss or, if available, business relocation and any other claim permitted by law, which does not, in any such case, diminish Landlord's recovery.

(b) If less than substantially all of the Premises shall be taken from and after the Conversion Date for public or quasi-public purposes, paragraph 14(b) shall apply.

14. SUBSTANTIAL TAKING

(a) If all or substantially all of the Premises shall be taken for public or quasi-public purposes, and if Tenant determines that such event has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business, then Tenant, in lieu of rebuilding as contemplated by paragraph 13(a) with respect to such a taking prior to the Premises Conversion Date, shall, not later than ninety (90) days after such occurrence (including a final determination of the condemnation award associated therewith), deliver to Landlord (i) notice of its intention to terminate this Lease on a date occurring not more than 180 days nor less than 90 days after such notice (the "**Termination Date**"), (ii) a certificate by the president or a vice president of Tenant describing the event giving rise to such termination, stating that such event has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business and that such termination will not violate any operating agreement or covenant then in effect, and (iii) an assignment to Lender and Mortgagee, as their interests may appear, of all of Tenant's right, title and interest (if any) in any condemnation proceedings for the taking of the Premises; provided, however, that Tenant shall retain all of its right, title and interest, if any, under applicable law, for the taking of Tenant's Trade Fixtures, business relocation and business loss, so long as the same do not diminish the amount of any condemnation proceeds payable to or recoverable by Landlord or Mortgagee. Upon delivery of such notice, this Lease shall terminate on the Termination Date, except for any obligations or liabilities which have accrued prior to the Termination Date or that survive the expiration or termination of this Lease.

(b) If, at any time from and after the Premises Conversion Date, any part of the Building is taken for public or quasi-public purposes, then Landlord shall have the right to terminate this Lease (even if Landlord's entire interest in the Premises may have been divested) by giving notice of Landlord's election so to do within ninety (90) days after the effective date of such taking, whereupon this Lease shall terminate thirty (30) days after the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof. If this Lease shall not be terminated pursuant to paragraph 14(a) or this paragraph 14(b), Landlord shall thereafter use due diligence to restore the Building (excluding any alterations made by Tenant and any Tenant's Trade Fixtures) to the extent necessary to allow for Tenant's use and occupation (to the extent practicable), provided that Landlord's obligation shall be limited to the amount of the condemnation award available therefor. If, for any reason, such

restoration shall not be substantially completed within six (6) months after the expiration of the 90-day period referred to above in this paragraph 14(b) (which six-month period may be extended for such periods of time as Landlord is prevented from proceeding with or completing such restoration for any cause beyond Landlord's reasonable control), Tenant shall have the right to terminate this Lease by giving notice to Landlord thereof within thirty (30) days after the expiration of such period (as so extended) provided that such restoration is not completed within such period. This Lease shall cease and come to an end without further liability or obligation on the part of either party thirty (30) days after such giving of notice by Tenant (except for any obligations or liabilities which have accrued prior to such termination date or that survive the expiration or termination of this Lease) unless, within such 30-day period, Landlord substantially completes such restoration. Such right of termination shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure so to complete such restoration, and time shall be of the essence with respect thereto. Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage or destruction, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign to Landlord, all rights to such damages or compensation, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, and Tenant hereby irrevocably appoints Landlord its attorney-in-fact to execute and deliver in Tenant's name all such assignments and assurances; provided, however, that Tenant shall retain all of its right, title and interest, if any, under applicable law, for the taking of Tenant's Trade Fixtures, business relocation and business loss, so long as the same do not diminish the amount of any condemnation proceeds payable to or recoverable by Landlord or Mortgagee.

15. DEFAULT; EVENTS OF DEFAULT

The occurrence of any one or more of the following events ("**Event of Default**") shall constitute a breach of this Lease by Tenant:

(a) Tenant fails to pay any Fixed Rent as and when such Fixed Rent becomes due, and such failure continues for five (5) days after written notice thereof, provided that if Tenant is more than five (5) days late in the payment of Fixed Rent in any twelve (12) consecutive month period, only one notice need be given by Landlord during such 12 month period and any subsequent failure to pay Fixed Rent on or before its due date within such twelve (12) consecutive months shall constitute an Event of Default after five (5) days without notice; or

(b) Tenant fails to pay any Additional Rent as and when such Additional Rent becomes due and payable and such failure continues for more than five (5) days after written notice thereof, provided that if Tenant is more than five (5) days late in the payment of Additional Rent in any twelve (12) consecutive month period, only one notice need be given by Landlord during such 12 month period and any subsequent failure to pay Additional Rent on or before its due date within such twelve (12) consecutive months shall constitute an Event of Default after five (5) days without notice; or

(c) A default occurs under paragraph 25 (subletting/assignment) or under paragraph 21 (mechanics' liens); or

- (d) Tenant fails to perform or breaches any agreement or covenant of this Lease not separately covered in this paragraph 15 to be performed or observed by Tenant as and when performance or observance is due and such failure or breach continues for more than thirty (30) days after Landlord's giving written notice thereof to Tenant; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of thirty (30) days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach within a reasonable time not to exceed one hundred twenty (120) days; or
- (e) Tenant (i) files, or consents by answer or otherwise to the filing against Tenant of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (ii) makes an assignment for the benefit of Tenant's creditors, (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property, (iv) takes action for the purpose of any of the foregoing, (v) admits in writing its inability to pay its debts generally as they mature, or (vi) is no longer solvent or is unable to pay its debts generally as they mature; or
- (f) proceedings for the appointment of a receiver, trustee, liquidator or custodian of Tenant or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Tenant or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement; or
- (g) Any event occurs which is specifically stated to be an Event of Default under this Lease; or
- (h) An event of default shall occur under any loan agreement or indenture of Tenant or its subsidiaries securing an amount in excess of \$10,000,000 and which event of default gives the lenders under such loan agreement or indenture the right to accelerate the debt secured thereby; or
- (i) Any representation or warranty of Tenant contained in this Lease delivered to Landlord shall have been materially and adversely false as of the date it was made; or
- (j) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within forty-five (45) days; or
- (k) Tenant shall abandon all or a material portion the Premises for ninety (90) days and shall be in default in the performance of any material provision of this Lease or any Related Lease at any time during such ninety (90) day period; or
- (l) Any judgment or order for the payment of money in excess of \$10,000,000 shall be rendered against Tenant or its subsidiaries and not paid within thirty (30) days after the right to appeal shall have expired; or

- (m) Tenant fails to pay any insurance premiums when due or otherwise fails to continuously maintain all insurance required to be maintained by Tenant in accordance with the terms and conditions of this Lease; or
- (n) An "Event of Default" shall occur and be continuing under, and as defined in, any Related Lease.

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

16. REMEDIES

- (a) Upon the occurrence of an Event of Default, Landlord shall, in addition to, and not in derogation of any remedies for any preceding breach, with or without notice of demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Event of Default have all of the following remedies available:
- (i) Landlord shall have the right to terminate Tenant's right to possession of the Premises and repossess the Premises by any lawful means without terminating this Lease. Landlord shall use good faith and reasonably prompt efforts, but only if and to the extent (if any) required by applicable law of the state where the Premises are located, to re-let the Premises for the account of Tenant for such rent and upon such terms as may be satisfactory to Landlord in its sole discretion. For the purposes of that re-letting, Landlord may repair, and perform remodeling and alterations to the Premises. If Landlord fails to re-let the Premises, Tenant shall pay to Landlord the Rent in this Lease for the balance of the Term as those amounts become due in accordance with the terms of this Lease. If Landlord re-lets the Premises, but fails to realize a sufficient sum from the re-letting to pay the full amount of Rent in this Lease for the balance of the Term as those amounts become due in accordance with the terms of this Lease, after deducting from the amount so realized all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of the re-letting and of the collection of the rent accruing from the re-letting, Tenant shall pay to Landlord the amount of any deficiency upon Landlord's demand from time to time made.
- (ii) Landlord shall have the right at any time to give a written termination notice to Tenant and, on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, Landlord shall have the right to recover from Tenant:
- (x) The worth at the time of determination of all unpaid Rent, which had been earned at the time of termination;
- (y) The worth at the time of determination of the amount of all unpaid Rent for the balance of the then-Term of this Lease after the time of termination reduced only to the extent of net rental proceeds actually received from any subsequent replacement tenant(s) for any portion of the

law applicable to the Premises requires Landlord to mitigate its damages arising from an Event of Default by Tenant under this Lease, from and after any such Event of Default, Landlord shall have no duty to mitigate its damages by re-letting, or attempting to re-let, any portion of the Premises to any replacement tenant(s); and

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

(iii) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of such termination is given by Landlord to Tenant. Landlord shall have unrestricted rights of entry for such purposes following an Event of Default. Landlord shall be entitled to an administrative fee of five percent (5%) of all amounts expended under this paragraph 16.

(b) All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of Fixed Rent or Additional Rent. If Tenant fails to pay any sum of money to be paid by Tenant or to perform any other act to be performed by Tenant under this Lease as and when due or required to be performed (and fails to cure such non-performance within any applicable notice or grace period, if any, expressly provided for in paragraph 12 of this Lease), Landlord shall have the right, but shall not be obligated, and without waiving or releasing Tenant from any obligations of Tenant, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all incidental costs shall be deemed Additional Rent hereunder and shall be payable by Tenant to Landlord on demand, together with interest on all such sums from the date of expenditure by Landlord to the date of repayment by Tenant at the Overdue Rate. Landlord shall have, in addition to all other rights and remedies of Landlord, the same rights and remedies in the event of the nonpayment of such sums (plus interest at the Overdue Rate) by Tenant as in the case of default by Tenant in the payment of Rent.

(c) If Tenant abandons or surrenders the Premises, or any portion thereof, or an Event of Default by Tenant pursuant to paragraph 15(k) above shall have occurred, or Tenant is dispossessed by process of law or otherwise, any movable furniture, equipment, trade fixtures or personal property (including Tenant's Trade Fixtures) belonging to Tenant and left in the Premises, or any portion thereof, shall be deemed to be abandoned, at the option of Landlord,

and Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner. If Tenant abandons the Premises, or any portion thereof, Landlord shall have the right, but not the obligation, to sublet the Premises, or any portion thereof, on reasonable terms for the account of Tenant, and Tenant shall be liable for all costs of such subletting, including the cost of preparing the Premises, or any portion thereof, for subtenants and leasing commissions paid to brokers.

(d) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing under applicable law or in equity.

17. SUBORDINATION

(a) Subordination, Non-Disturbance. Tenant agrees at any time hereafter, and from time to time within ten (10) days of written request of Landlord, to execute and deliver to Landlord at Landlord's election either (1) an instrument in the form customarily used by any institutional investor becoming a Mortgagee or (2) a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit D (in either such case, such instrument, release, document, or agreement is herein called the "**Subordination, Non-Disturbance and Attornment Agreement**"), in either case subjecting and subordinating this Lease to the lien of any Mortgage, which at any time may be placed upon the Premises, or any portion thereof, by Landlord, and to any replacements, renewals, amendments, consolidations, modifications, extensions or refinancing thereof. It is agreed, nevertheless, that so long as there exists no default of Tenant, such Subordination, Non-Disturbance and Attornment Agreement shall not interfere with, hinder or reduce Tenant's right to quiet enjoyment under this Lease, nor the right of Tenant to continue to occupy the Premises, and all portions thereof, and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease.

(b) Mortgagee Protection Clause. In the event of any act or omission of Landlord constituting a default by Landlord, Tenant shall not exercise any remedy until Tenant has given Landlord and any Mortgagee of the Premises written notice of such act or omission, and until a reasonable period of time (not less than thirty (30) days) to allow Landlord or the Mortgagee to remedy such act or omission shall have elapsed following receipt of such notice. However, if such act or omission cannot, with due diligence and in good faith, be remedied within such period or cannot be cured simply by the payment of money, the Landlord and the Mortgagee shall be allowed such further period of time as may be reasonably necessary provided that it commences remedying the same with due diligence and in good faith and thereafter diligently prosecutes such cure. Nothing herein contained shall be construed or interpreted as requiring any Mortgagee receiving such notice to remedy such act or omission.

(c) Attornment. If any Mortgagee shall succeed to the rights of Landlord under this Lease or to ownership of the Premises, whether through possession or foreclosure or the delivery of a deed to the Premises in lieu of foreclosure, then, except as otherwise provided in the applicable Subordination, Non-Disturbance and Attornment Agreement between Tenant and Mortgagee, and so long as Tenant is not in default under this Lease,

deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date such Mortgagee acquired title to the Premises, and Tenant shall attorn to and recognize such Mortgagee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such Mortgagee may reasonably request to evidence such attornment (whether before or after the making of the Mortgage); provided, however, Mortgagee shall not be (a) liable for any previous act or omission of any prior landlord (including the Landlord); (b) subject to any credit, offset, claim, counterclaim, demand or defense which Tenant may have against any prior landlord (including the Landlord), (c) bound by any previous payment of more than one month's Rent; (d) bound by any previous modification of the Lease or any consent to any assignment or sublet (made without Mortgagee's written consent); (e) bound by any covenant of Landlord to undertake or complete any construction of the Premises or any portion thereof, or (f) bound by or responsible for any security deposit, tax, insurance, or other prepaid or escrowed sums not actually received by Mortgagee. In the event of any other transfer of Landlord's interest hereunder, such transferee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date of such transfer, Tenant shall attorn to and recognize such transferee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such transferee and Landlord may reasonably request to evidence such attornment.

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

18. LANDLORD'S RIGHT OF ENTRY

Landlord, Mortgagee, and their respective designees, shall have the right to enter the Premises at any time during normal business hours and any part of the Premises on one (1) Business Day's advance notice and to inspect the same, post notices of non-responsibility, monitor construction, perform appraisals, perform environmental site assessments and engineering studies, perform maintenance and repairs, and exhibit the Premises to prospective purchasers and mortgagees, and examine Tenant's books and records pertaining to the Premises, insurance policies, certificates of occupancy and other documents, records and permits in Tenant's possession with respect to the Premises; provided, however, that in connection with such entry, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises, shall observe all reasonable security and safety rules and regulations of Tenant and shall preserve the confidentiality of any non-public, confidential information obtained during such entry in the same manner reasonably employed for the protection of its own non-public, confidential information, except to the extent disclosure is required by applicable Legal Requirements.

19. NOTICES

Notices, statements, demands, or other communications required or permitted to be given, rendered or made by either party to the other pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated

elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, when received by overnight delivery or overnight courier delivery (or, if such delivery is refused, upon the date that delivery would have occurred but for such refusal) or facsimile transmission (with electronic confirmation thereof) with a confirmation copy of the entire original transmittal sent by overnight delivery or by overnight courier delivery addressed to the other parties as follows:

To Landlord:

Cushman & Wakefield Net Lease Trust, Inc.
51 West 52nd Street, 9th Floor
New York, NY 10019
Attention: David H. Wenk
Tel: (212) 841-7850
Fax: (212) 698-2514

With a copy to:

James L. Black, Jr.
Bingham McCutchen LLP
150 Federal Street
Boston, MA 02110
Tel: (617) 951-8754
Fax: (617) 951-8736

To Tenant:

Quantum Corporation
Attention: Director, Real Estate and Facilities
10125 Federal Drive
Colorado Springs, CO 80908
Tel.: (719) 536-5000
Fax: (719) 536-5945

With a copy to:

Quantum Corporation
Attention: General Counsel
1650 Technology Drive, Suite 800
San Jose, CA 95110
Tel.: (408) 944-4000
Fax.: (408) 944-6581

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

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20. ESTOPPEL CERTIFICATE; FINANCIAL DATA

(a) At any time and from time to time, each party shall, within ten business (10) days after written request, execute, acknowledge and deliver to the other party a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date and the Lease Expiration Date determined in accordance with paragraph 4 and the Basic Lease Information, and the date, if any, to which all Rent and other sums payable hereunder have been paid; (c) the amount of Fixed Rent currently payable monthly, (d) that, to the best of such party's knowledge, Tenant is not in default under this Lease, except as to defaults specified in such certificate; (e) that, to the best of such party's knowledge, Landlord is not in default under this Lease, except as to defaults specified in such certificate; (f) that, to the best of such party's knowledge, Tenant has no claim or defense against Landlord or offset rights with respect to Rent, except as specified in such certificate and (g) such other matters as may be reasonably requested by the requesting party or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by the recipient and any actual or prospective purchaser or mortgage lender of the Premises or any part thereof.

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

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(c) Upon ten (10) days' prior notice, Tenant will permit Landlord and its professional representatives to visit Tenant's offices, and discuss Tenant's affairs and finances with appropriate officers, and will make available such information as Landlord may reasonably request bearing on the Tenant, the Premises or this Lease as Tenant may maintain in the ordinary course of business, provided that so long as Tenant's securities are publicly held, Landlord shall agree to maintain the confidentiality of any information designated by Tenant as "nonpublic", except to the extent disclosure is required by applicable Legal Requirements.

(d) Neither Landlord nor Tenant shall disclose any of the terms and provisions of this Lease to the general public or any governmental authority, agency or political subdivision thereof, except to the extent that such disclosure is required by applicable law, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

21. MECHANICS' LIENS

(a) Except for liens created through the act of Landlord, Tenant shall not suffer or permit any mechanic's lien or other lien to be filed or recorded against the Premises, equipment or materials supplied or claimed to have been supplied to the Premises at the request of Tenant, or anyone holding the Premises, or any portion thereof, through or under Tenant. If any such mechanic's lien or other lien shall at any time be filed or recorded against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing or recording of the same. However, in the event Tenant desires to contest the validity of any lien it shall (i) on or before fifteen (15) days prior to the due date thereof (but in no event later than thirty (30) days after the filing or recording thereof), notify Landlord, in writing, that Tenant intends to so contest same; (ii) on or before the due date thereof, if such lien involves an amount in excess of \$50,000 or if any Mortgagee so requires, deposit with Landlord security (in form and content reasonably satisfactory to Landlord or Mortgagee) for the payment of the full amount of such lien, and from time to time deposit additional security so that, at all times, adequate security will be available for the payment of the full amount of the lien together with all interest, penalties, costs and other charges in respect thereof.

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

such mechanic's lien or other lien (other than any liens resulting solely from the acts of Landlord, unless taken with the consent of Tenant or as a result of a default by Tenant under this Lease) or the attempt by Tenant to discharge same as above provided. No such contest may be prosecuted if it could subject Landlord to any civil liability or the risk of any criminal liability or otherwise adversely affect Landlord, the Premises or the Campus.

(b) ALL MATERIALMEN, CONTRACTORS, ARTISANS, ENGINEERS, MECHANICS, LABORERS AND ANY OTHER PERSON NOW OR HEREAFTER FURNISHING ANY LABOR, SERVICES, MATERIALS, SUPPLIES OR EQUIPMENT TO TENANT WITH RESPECT TO THE PREMISES, OR ANY PORTION THEREOF, ARE HEREBY CHARGED WITH NOTICE THAT THEY MUST LOOK EXCLUSIVELY TO TENANT TO OBTAIN PAYMENT FOR THE SAME. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES, MATERIALS, SUPPLIES, SKILL, MACHINERY, FIXTURES OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, OR ANY PORTION THEREOF.

(c) Tenant shall not create, permit or suffer, and, subject to the provisions of paragraph 21(a) hereof, shall promptly discharge and satisfy of record, any other lien, encumbrance, charge, security interest, or other right or interest which, as a result of Tenant's action or inaction contrary to the provisions hereof, shall be or become a lien, encumbrance, charge or security interest upon the Premises, or any portion thereof, or the income therefrom, other than Permitted Encumbrances.

22. END OF TERM

(a) Upon the expiration or earlier termination of the Term of this Lease as to all of the Premises or any applicable portion thereof, Tenant shall surrender the Premises (or the applicable portion thereof) to Landlord in good condition and repair as a first class facility suitable for the same use in which the Premises was originally intended as of the Commencement Date except as repaired, rebuilt or altered as required or permitted by this Lease (or, in the case of a termination pursuant to paragraph 10(d), as damaged or destroyed, or, in the case of termination pursuant to paragraph 14, as condemned), with (on the Premises Conversion Date or, if applicable, at the time of any earlier termination of this Lease prior to the Premises Conversion Date or, if the Tenant timely exercises the Space 2 Special Renewal Term, on the expiration or earlier termination of the Term thereafter) the Equipment and Improvements, including all systems and components thereof, having a useful life of at least five (5) years as reasonably determined by Landlord, and Tenant shall surrender all keys to the Premises (or the applicable portion thereof) to Landlord at the place then fixed for notices to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any. Except as otherwise provided herein, Tenant shall at such time remove all of its property (including Tenant's Trade Fixtures) therefrom and all alterations and improvements placed thereon by Tenant and not consented to by Landlord. Tenant shall repair any damage to the Premises caused by such removal, and any and all such property not so removed when required shall, at Landlord's option, become the exclusive

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

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

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

(d) Except for surrender upon the expiration or earlier termination of the Term hereof as expressly provided herein, no surrender to Landlord of this

Lease or of the Premises shall be valid or effective unless agreed to and accepted in writing by Landlord.

23. ALTERATIONS

(a) Tenant may make alterations, additions or improvements to the Premises costing in the aggregate (when aggregated with all prior alterations, additions and improvements made by Tenant during the Term under this Lease and the Related Leases) less than \$500,000 without Landlord's consent only if (i) no Event of Default then exists, (ii) such alterations, additions or improvements will be in compliance with all applicable laws, codes, rules, regulations, ordinances and Permitted Encumbrances, (iii) such alterations, additions or improvements will not reduce the fair market sales or rental value or utility of the Premises in its permitted use, considered as unencumbered by this Lease, (iv) such alterations, additions or improvements will not be visible from outside of the Building (or, after the Premises Conversion Date, outside of the Premises) and will not affect in any way the structural, exterior or roof elements of the Premises or mechanical, electrical, plumbing, utility or life safety systems of the Premises or

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void any warranty or guaranty, or increase any of Landlord's obligations under paragraph 9(b) of this Lease, relating to the roof, the exterior walls, building systems or the structural components of the Building (any alterations which are not in conformity with clauses (i) - (iv) above are herein referred to as "**Prohibited Alterations**"), but Tenant shall give prior written notice of any such alterations, additions or improvements to Landlord. In all other cases, Landlord's prior written consent shall be required which consent shall not be unreasonably withheld, conditioned, or delayed so long as such alterations would not constitute Prohibited Alterations. Notwithstanding the prohibition in clause (iii) above, but subject to the limitations in clauses (i), (ii) and (iv) above, Tenant shall have the right to convert portions of the Building that are then office space to another use permitted under Section 3 of this Lease upon at least fifteen (15) days prior written notice to the Landlord of such desired conversion accompanied by a reasonably descriptive explanation of Tenant's proposed conversion and alteration plans, provided that (i) without limiting the generality of any other provision of this Lease, upon the expiration or earlier termination of the Term, Tenant, at its sole expense, shall restore all converted portions of the Building back to its prior office use condition (and to at least as good condition, quality, utility and repair as existed immediately prior to the such conversion) and shall make all alterations and improvements required in connection with such restoration, (ii) if the cost of such restoration, as reasonably determined by Landlord, would exceed, when aggregated with the cost to restore all prior conversions of office space to other permitted uses by Tenant (or its permitted subtenants) at the Campus under this Lease and the Related Leases, \$100,000, then Tenant shall provide to Landlord an irrevocable, transferable letter of credit to be maintained for a period ninety (90) days beyond the Term in an amount sufficient in Landlord's reasonable estimation to cover the anticipated cost of the restoration of all converted office space at the end of the Term and otherwise in form and substance and from a financial institution satisfactory to Landlord and (iii) the \$500,000 threshold in the first sentence of Section 23(a) has not been and will not be exceeded by such conversion. All alterations, additions or improvements by Tenant shall be done expeditiously and in a good and workmanlike manner. At Landlord's option, any improvement made without Landlord's consent shall be removed and the area repaired at Tenant's expense upon Landlord's request.

In determining whether such alterations, additions or improvements, or whether Tenant's or any permitted subtenant's occupancy or potential change of use of any part of the Building from one use to another use (in each instance, to the extent, if at all, otherwise permitted by the terms of this Lease) will be in compliance with all applicable laws, codes, rules, regulations, ordinances and Permitted Encumbrances, to the extent that less than 488 parking spaces have been constructed on the lot on which Building C is located and available and designated for the exclusive use by occupants and invitees of Building C, Tenant may not take into consideration (i.e., the number of parking spaces located on the Lot shall be deemed to be reduced by) the number of parking spaces on the Lot equal to the difference between 488 and the actual number of parking spaces then constructed on the lot on which Building C is located and available and designated for the exclusive use by occupants and invitees of Building C for purposes of determining Tenant's compliance with applicable parking requirements under such laws, codes, rules, regulations, ordinances and Permitted Encumbrances.

(b) In no event shall Tenant be permitted to install underground storage tanks or fuel systems on the Premises, or any portion thereof.

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

(i) Tenant shall submit to Landlord, for Landlord's written approval, complete plans and specifications for all work to be done by Tenant. Such plans and specifications shall be prepared by the licensed architect(s) and engineer(s) approved in writing by Landlord, shall comply with all applicable Legal Requirements, shall not adversely affect the structural elements of the Premises, shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Premises, and shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion. The architects and engineers listed on Exhibit G hereto are hereby deemed approved by Landlord.

(ii) Provided that Tenant has notified Landlord in writing at least seven (7) days in advance of the date on which Landlord will be receiving from Tenant complete plans and specifications for the work to be done by Tenant, Landlord shall notify Tenant in writing within fourteen (14) days after its receipt of such plans and specifications whether Landlord approves, approves on condition that Tenant reverse the alteration at Tenant's expense at the termination or expiration of this Lease, or disapproves such plans and specifications. Tenant may submit to Landlord revised plans and specifications for Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed if (a) the work to be done would not, in Landlord's reasonable judgment, adversely affect the value, character, rentability or usefulness of the Premises or any part thereof or otherwise constitute a Prohibited Alteration, or (b) the work to be done shall be required by any Legal Requirement. Tenant shall pay all costs, including the fees and expenses of the licensed architect(s) and engineer(s), in preparing such plans and specifications.

(iii) All changes (other than field changes for which no change order is proposed and which will be reflected in the final "as built" plans) in the plans and specifications approved by Landlord shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed provided that such change would not result in a Prohibited Alteration. If Tenant wishes to make such change in approved plans and specifications, Tenant shall have such architect(s) and engineer(s) prepare plans and specifications for such change and submit them to Landlord for Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed provided that such change

would not result in a Prohibited Alteration. Landlord shall notify Tenant in writing promptly whether Landlord approves, approves on condition that Tenant reverse the alteration at Tenant's expense at the termination or expiration of this Lease, or disapproves such change. If the plans and specifications are disapproved by Landlord, Tenant may submit to Landlord revised plans and specifications for such change for Landlord's written approval in accordance with this clause (iii). After Landlord's written approval of such change, such change shall become part of the plans and specifications approved by Landlord. If Landlord's prior written approval, conditional approval or disapproval of such change is not delivered to Tenant within ten (10) Business Days after written request, the absence of a response shall be deemed approval.

(iv) Tenant shall obtain and comply with all building permits and other government permits and approvals required in connection with the work. Tenant shall, through Tenant's licensed contractor, perform the work substantially in accordance with the plans and

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

(v) Tenant shall give written notice to Landlord of the date on which construction of any work in excess of \$25,000 to be done by outside contractors will be commenced at least ten (10) days prior to such date. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord and the Premises, or any portion thereof, from liens, and to take any other action Landlord deems necessary to remove or discharge Liens at the expense of Tenant.

(vi) All alterations, additions, improvements, and fixtures, whether temporary or permanent in character, made in or to the Premises by Tenant, shall become part of the Premises and Landlord's property, except those that Landlord requires Tenant to remove upon the expiration or earlier termination of the Term. Upon termination or expiration of this Lease, Tenant shall, at Tenant's expense, remove all movable furniture, equipment, trade fixtures, office machines and other personal property (including Tenant's Trade Fixtures) of Tenant from the Premises (but not the Improvements or Equipment, except as required pursuant to the preceding sentence), and replace all of Tenant's security lockset cores with non-Tenant proprietary cores, and repair all damage caused by such removal or replacement. Termination of this Lease shall not affect the obligations of Tenant pursuant to this paragraph 23(c) to be performed after such termination.

24. MEMORANDUM OF LEASE

The parties agree to promptly execute a Memorandum of Lease in recordable form and either of the parties shall have the right, without notice to the other party, to record such Memorandum of Lease at the expense of Tenant.

25. SUBLETTING/ASSIGNMENT

(a) Except as expressly provided otherwise in this Section 25, Tenant shall not, directly or indirectly, without the prior written consent of Landlord and Mortgagee, assign this Lease or any interest herein, or any interest in Tenant. Except as expressly provided otherwise in this Section 25, this Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord and Mortgagee.

For purposes of this paragraph 25(a), the occurrence of a Corporate Control Event, or the public announcement thereof, shall be deemed to be an assignment of this Lease which is prohibited by the preceding paragraph unless each of the following conditions precedent is satisfied (a "**Permitted Transfer**"):

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(i) the successor to or transferee of Tenant (the "**Transferee**") (x) has a tangible net worth computed in accordance with generally accepted accounting principles consistently applied at least equal to the tangible net worth of Tenant immediately prior to such Corporate Control Event, and (y) satisfies the Corporate Control Criteria,

(ii) proof reasonably satisfactory to Landlord of such required net worth and satisfaction of the Corporate Control Criteria shall have been delivered to Landlord at least twenty (20) days prior to the effective date of any such Corporate Control Event,

(iii) the Transferee agrees directly with Landlord, by written instrument in form reasonably satisfactory to Landlord, to be bound by all of the obligations and liabilities of Tenant under this Lease,

(iv) in no event shall the originally named Tenant (or the entity into which Tenant is merged or consolidated) be released from its obligations under this Lease,

(v) any such transfer or transaction is for a legitimate, regular business purpose of Tenant and the Transferee other than a transfer of Tenant's interest in this Lease, and

(vi) no Event of Default then exists or will exist immediately after giving effect to such Corporate Control Event.

Additionally, Tenant shall not, directly or indirectly, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any Person other than Tenant; provided, however that Landlord shall not be required to act reasonably in granting such consent unless all of the following criteria are satisfied:

(i) The business of each proposed subtenant and its use of the Premises shall be consistent with the permitted uses set forth in Section 3 hereof and the other then current uses of the Campus;

(ii) The proposed subtenant is of a character and financial condition, and its business is of such a nature, such as is in keeping with the standards of Landlord and its affiliates in those respects for the Building and the Campus as a whole, taking into consideration the size of the proposed subleased premises and the proposed term of the sublease;

(ii) Neither the proposed subtenant, nor any person or entity who directly or indirectly controls, is controlled by, or is under common control with, the proposed subtenant or any person who controls the proposed subtenant, shall be (A) an occupant of any space in the Campus, or (B) a person or entity which is

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negotiating (or which has, in the last twelve (12) months, negotiated) with Landlord or any of its affiliates for the rental or any space in the Campus, provided, however, that, in each case, Landlord or Landlord's affiliates has available, or will have available within twelve (12) months from the effective date of the proposed sublease, at the Campus comparable space in size to the space proposed to be sublet (comparable space being defined as plus or minus fifteen percent (15%) of the space proposed to be sublet);

(iii) The sublease will not violate any exclusive rights granted to any other tenant on the Campus;

(iv) The form of the proposed sublease shall be reasonably satisfactory to Landlord and the proposed subtenant shall enter into a consent agreement reasonably satisfactory to Landlord;

(v) Not later than thirty (30) days prior to the proposed commencement of such sublease, Landlord shall have received information reasonably sufficient to determine compliance with the foregoing conditions (except in the case of (iii) above, Landlord shall have received only the proposed form of sublease and not an execution copy thereof, together with a term sheet of material terms, not later than thirty (30) days prior to the proposed commencement of such sublease, and provided further that the actual executed sublease shall be delivered to Landlord prior to the commencement date without any material change from such form sublease and term sheet); and

(vi) In no event shall Tenant be released from its obligations under this Lease.

Notwithstanding the foregoing, Tenant may sublease the Premises or any part thereof to, or permit the use or occupancy of the Premises by, any Affiliate of Tenant without Landlord's consent, but upon fifteen (15) days prior written notice to Landlord and so long as the other provisions of this paragraph 25 are satisfied. Notwithstanding anything to the contrary in this Lease, Tenant shall have no right to sublease, or offer to sublease, all or any portion of the Premises prior to December 1, 2006.

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

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assignee or subtenant. All subleases shall be subject and subordinate to this Lease, and shall expressly provide that in the event of termination by Landlord of this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (i) liable for any previous act or omission of Tenant under such sublease, (ii) subject to any credit, offset, claim, counterclaim, demand or defense which such subtenant may have against Tenant, (iii) bound by any previous modification of such sublease (made without Landlord's consent) or by any previous prepayment of more than one (1) month's rent, (iv) bound by any covenant of Tenant to undertake or complete any construction of the Premises or any portion thereof, (v) required to account for any security deposit of the subtenant other than any security deposit actually delivered to Landlord by Tenant, and (vi) responsible for any monies owing by Tenant to the credit of the subtenant. No sublease shall be for a term ending later than one day prior to the Lease Expiration Date for the space in question. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void. No assignment, sublease or other relinquishment of possession of the Premises shall in any way discharge or diminish any of Tenant's obligations to Landlord hereunder, and Tenant shall in all cases remain primarily liable (and not liable merely as a guarantor or surety) for the performance by any assignee or subtenant of all such covenants, as if no assignment or sublease had been made.

(b) If Landlord and Mortgagee consent in writing, Tenant may complete the intended assignment or sublease subject to the following conditions: (i) no assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease, in compliance with paragraph 25(a) has been delivered to Landlord and Mortgagee, and (ii) no assignee or subtenant shall have a right further to assign or sublease without the prior written consent of Landlord and Mortgagee which consents may be given or denied in such party's sole discretion, except as expressly provided otherwise herein.

(c) Unless and until expressly released by Landlord and Mortgagee, no assignment (including, without limitation, a Permitted Transfer) or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease (which shall continue as the obligations of a principal and not of a guarantor or surety) or alter the primary liability of Tenant to pay all Rent and to perform all obligations to be paid and performed by Tenant. The acceptance of Rent by Landlord from any other Person shall not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or subleases or amendments or modifications to this Lease with assignees, subtenants or successor of Tenant, without notifying Tenant or any successor of Tenant and

without obtaining any consent thereto from Tenant or any successor of Tenant, and such action shall not release Tenant from liability under this Lease; provided, however, that Tenant shall not be bound by any modification to this Lease not approved in writing by Tenant.

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(d) Tenant shall have no right to mortgage, grant a lien upon, encumber or otherwise finance Tenant's interest under this Lease or record a lien upon Tenant's interest in the Premises under this Lease, and Tenant shall not permit, cause or suffer to be recorded in the real estate records of the county in which the Premises are located any mortgage, deed to secure debt, deed of trust, assignment, UCC financing statement or any other document granting, perfecting, or recording a lien upon Tenant's interest in this Lease or interest in the Premises under this Lease. Tenant shall not give any notice, or permit or cause any other party to give any notice, to Landlord of any existing lien on or security interest in Tenant's interest in this Lease or interest in the Premises under this Lease. Tenant shall not request that Landlord execute (nor shall Landlord have any obligation to execute) any non-disturbance, attornment or any other agreement in favor of any party transacting any business or transaction with or related to Tenant.

(e) If Tenant shall assign this Lease or sublet the Premises to any Person other than Landlord, or request the consent of Landlord and Mortgagee to any assignment, subletting, or other action which requires Landlord's consent hereunder, Tenant shall pay (i) Landlord's reasonable standard processing fee which shall not exceed Ten Thousand Dollars (\$10,000) in each instance and (ii) Landlord's and Mortgagee's attorneys' fees and costs incurred in connection therewith.

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

(g) Tenant shall timely and fully comply with all of its obligations and duties under any permitted sublease. Tenant covenants to use best efforts to cause all subtenants under each permitted sublease to comply with its obligations thereunder. Tenant be responsible at its sole cost for removing (or causing the applicable subtenant to remove) any alterations, additions or improvement, if any, constructed by or for any subtenant which have been consented to by Landlord but required to be removed by Landlord at the expiration or earlier termination of the Term.

(h) Tenant represents, warrants and covenants to Landlord that there are no leasing commissions which are presently owing or payable or which may become payable by (i) Tenant, or (ii) Landlord or any subsequent owner of the Premises or any sublandlord under any permitted sublease hereunder or any future renewal, expansion or extension of any such sublease, if any, or exercise of any option or right of first refusal, if any, thereunder. Notwithstanding any contrary provision in this Lease, Tenant's obligation hereunder shall survive and expiration or earlier termination of this Lease.

(i) Tenant shall promptly forward to Landlord any notices (including, without limitation, notices of default and notices of elections or exercise of rights or options, including renewal, extension and expansion rights or options), demands, requests for consent or other written communications or correspondence received or delivered by Tenant with respect to any permitted sublease.

(j) Without the prior written consent of Landlord, in its sole and absolute discretion, Tenant shall not:

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(i) amend, modify, extend or renew any permitted sublease;

(ii) approve any assignment of, or subletting of premises subleased pursuant to, any permitted sublease;

(iii) approve any alterations or additions to or improvements of premises subleased pursuant to any permitted sublease;

(iv) grant any other material consents under any permitted sublease; or

(v) collect rent for more than one month in advance under any permitted sublease.

26. HAZARDOUS MATERIAL

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

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

pcb's, radioactive substances, methane, volatile hydrocarbons, petroleum or petroleum-derived substances or wastes, radon, industrial solvents or any other material as may be specified in applicable law or regulations.

(c) Tenant agrees to protect, defend, indemnify and hold harmless Landlord, its members, directors, officers, employees and agents, and any successors to Landlord's interest in the chain of title to the Premises, their direct or indirect members, partners, directors, officers, employees, and agents (collectively, the "**Indemnified Partner**"), from and against any and all Claims, liability, including all foreseeable and all unforeseeable damages including attorney's and consultant's fees, fines, penalties and civil or criminal damages, directly or indirectly arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Premises prior to or during the Term of this Lease, and including for all matters disclosed in the Environmental Reports, and the cost of any required or necessary repair, response action, remediation, investigation, cleanup or detoxification and the preparation of any closure or other required plans in connection therewith, whether such action is required or necessary prior to or following transfer of title to the Premises. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Tenant may have to Landlord at common law under all statutes and ordinances or otherwise, and shall survive the expiration or termination of this Lease without limit of time. Tenant expressly agrees that the representations, warranties and covenants made and the indemnities stated in this Lease are not personal to Landlord, and the benefits under this Lease may be assigned to subsequent parties in interest to the chain of title to the Premises, which subsequent parties in interest may proceed directly against Tenant to recover pursuant to this Lease. Tenant, at its expense, may institute appropriate legal proceedings with respect to environmental matters of the type specified in this paragraph 26(c) or any lien for such environmental matters, not involving Landlord or its Mortgagee as a defendant, conducted in good faith and with due diligence, provided that such proceedings shall not in any way impair the interests of Landlord or Mortgagee under this Lease or contravene the provisions of any Mortgage. Counsel to Tenant in such proceedings shall be reasonably approved by Landlord. Landlord shall have the right to appoint co-counsel, which co-counsel will cooperate with Tenant's counsel in such proceedings. The fees and expenses of such co-counsel shall be paid by Landlord, unless such co-counsel are appointed because the interests of Landlord and Tenant in such proceedings, in such counsel's opinion, are or have become adverse, or Tenant or Tenant's counsel is not conducting such proceedings in good faith or with due diligence.

(d) Tenant, upon two (2) days prior notice shall permit such Persons as Landlord or any assignee of Landlord may designate ("**Site Reviewers**"), to visit the Premises from time to time and perform environmental site investigations and assessments ("**Site Assessments**") on the Premises for the purpose of determining whether there exists on the Premises any environmental condition which may result in any liability, cost or expense to Landlord or any other owner or occupier of the Premises. Such Site Assessments may include both above and below the ground testing for environmental damage or the presence of Hazardous Material on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Tenant shall supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and shall make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of

performing and reporting all Site Assessments shall be paid by Landlord unless an Event of Default has occurred and is continuing or unless the Site Reviewers discover an environmental condition causing the Premises not to be in compliance with applicable Environmental Laws, in either of which events such cost will be paid by Tenant within ten (10) days after demand by Landlord with interest to accrue at the Overdue Rate.

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

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

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

(iii) notice or awareness that the Premises are or may be subject to an environmental lien; and

(iv) notice of violation to Tenant or awareness by Tenant of a condition that has resulted or might reasonably result in a notice of violation of any applicable Environmental Law that could have an adverse effect upon the Premises or Tenant.

27. FINANCING

(a) Landlord may assign this Lease to any Person that acquires the fee interest in the Premises or to any lender of Landlord, including any Mortgagee. Tenant shall execute, acknowledge and deliver any documents described in Sections 17 and 20 of this Lease or that are reasonably requested by Landlord, any such transferee, or Mortgagee relating to such assignment of the Lease by Landlord or the Mortgagee financing.

(b) If Landlord proposes to refinance any Mortgage, Tenant shall cooperate in the process, and shall negotiate in good faith any request made by a prospective Mortgagee for changes or modifications to this Lease, and shall not unreasonably withhold its consent to any such proposed change or modification so long as the same does not adversely affect any right of Tenant under this Lease or increase Tenant's obligations under this Lease. Tenant agrees to execute, acknowledge and deliver documents reasonably requested by the prospective Mortgagee (such as a consent to the financing, a consent to assignment of lease, and a subordination, non-disturbance and attornment agreement meeting the standards set forth in paragraph 17) customary for tenants to sign in connection with mortgage loans to their landlords, so long as such documents are in a reasonable form consistent with the terms of this Lease.

(c) Tenant shall permit Landlord and any Mortgagee or prospective Mortgagee, at their expense, to meet with management personnel of Tenant at Tenant's offices and to discuss the Tenant's business and finances. On request of Landlord, Tenant agrees to provide any Mortgagee or prospective Mortgagee the information to which Landlord is entitled hereunder.

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28. LANDLORD'S SIGNAGE; LANDLORD'S RESERVATIONS

Landlord expressly reserves the right to construct, use and maintain (i) monument, directional and other signage on the Premises or the Lot, at Landlord's expense (except that Tenant's Lot Share of the costs and expenses of reasonable and customary signage which is for the benefit of tenants of the Building including Tenant, and not exclusively for the benefit of tenants of the Building excluding Tenant, shall be reimbursable by Tenant as on Operating Expense pursuant to paragraph 29), during the Term in respect of the Campus or any portion thereof or any tenancy relating thereto; provided, however, that such Landlord's signage shall not materially obstruct the visibility of Tenant's existing signage on the Premises and (ii) additional parking spaces on the Lot for the use or other tenants, occupants and invitees of the Campus.

Without limitation of any rights reserved by Landlord under the Lease or by operation of law, Landlord expressly reserves the non-exclusive right of Landlord, Landlord's affiliates, their tenants and their respective invitees to use in common with Tenant the common curb-cuts, roadways, driveways, walkways, building links, loading areas, parking areas, site improvements and utility and drainage lines and facilities on or under the Premises necessary or desirable for ingress and egress, or the provision of utility and drainage rights and services, to, or the use of the shared facilities at, the Campus, and Landlord reserves the right to change the location and configuration of same, provided that such change does not materially interfere with Tenant's access to or use of the Building or the provision of utility services to the Building.

In addition, if so requested by Landlord, Tenant shall cooperate with Landlord and Landlord's affiliates in connection with Landlord's efforts to establish and record any easement, covenant, condition or restriction or utility, shared use and/or joint maintenance agreement or similar agreement applicable to the Premises, the Lot or the Campus, whether in connection with any subdivision or separation of the Lot from the Lot on which Building C is located, a sale of a building on the Campus or otherwise, and Tenant shall not unreasonably withhold its consent thereto.

From and after the date hereof and so long as the Tenant leases all of the rentable square footage within the Building pursuant to this Lease and all of the rentable square footage within Building "A" located on the Lot pursuant to the Related Lease for Building "A", the Land hereunder and the "Land" as defined in the Related Lease for Building "A" is intended to encompass all of the land constituting the Lot, without any gaps, strips or gores. In the event that the Tenant no longer leases all of the rentable square footage within Building "A" located on the Lot (whether pursuant to the termination or expiration of the Related Lease for Building "A" or otherwise), if so requested by Landlord, the Tenant agrees not to unreasonably withhold or delay its consent to a modification of Exhibit A-1 attached hereto (the sketch plan description of the Land) which modifies the land outside of the footprint of the Building that will thereafter constitute the "Land" hereunder to the extent necessary or desirable in the reasonable judgment of the Landlord to distinguish the portions of the Lot that then include site improvements which relate exclusively or predominantly to the Building and are therefore properly includable in the definition of "Premises" from those portions of the Lot which include site improvements that relate exclusively or predominantly to Building "A" or are common to the Lot as a whole.

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If Lockheed Martin Corporation or its successors and permitted assigns ("**Lockheed**") timely exercises its renewal option(s) under the Sublease Agreement dated August 25, 2004, as amended by First Amendment to Sublease Agreement dated as of the Commencement Date, between Tenant, as sublandlord, and Lockheed, as subtenant, with respect to a portion of Building "C", Tenant agrees to continue to permit Lockheed to use, free of charge, in common with others entitled thereto, any exterior athletic facilities (basketball, volleyball and putting greens), if any, on the portions of the Campus which are leased by Tenant pursuant to this Lease or any Related Lease.

29. OPERATING EXPENSES

This paragraph 29 shall apply solely from and after the Premises Conversion Date.

(a) For the purposes of this paragraph 29, the following terms shall have the respective meanings set forth below:

(i) "**Operating Year**" shall mean the calendar year within which the Premises Conversion Date occurs and each subsequent calendar year, any part or all of which falls within the Lease Term.

(ii) "**Operating Expenses**" shall mean and include, without limitation, all reasonable and customary costs, expenses and disbursements, of every kind and nature (and taxes thereon (excluding income and franchise taxes)) paid or incurred by or on behalf of Landlord or its affiliates with respect to the operation, administration, ownership, insuring, cleaning, equipping, protecting, lighting, repainting, repair, safety, maintenance and/or management of the Building, the Lot and/or the Campus. Without limitation, Operating Expenses shall include:

1. All expenses incurred by Landlord, Landlord's agents or Landlord's affiliates which shall be directly related to employment of personnel, including amounts incurred for wages, salaries and other compensation for services, payroll, social security, unemployment and similar taxes, workmen's compensation insurance, disability benefits, pensions, hospitalization, retirement plans and group insurance, uniforms and working clothes and the cleaning thereof, and expenses imposed on Landlord, Landlord's agents or Landlord's affiliates pursuant to any collective bargaining agreement for the services of employees of Landlord, Landlord's agents or Landlord's affiliates in connection with the operation, repair, maintenance, cleaning, management, security, safety and protection of the Premises, the Lot and the Campus, and its mechanical systems including, without limitation, day and night supervisors, property manager, accountants, bookkeepers, janitors, carpenters, engineers, mechanics, electricians and plumbers and personnel engaged in supervision of any of the persons mentioned above; provided that, if any such employee is also employed on other property of Landlord or Landlord's affiliates such compensation shall be suitably prorated among the Building and such other properties.

2. The cost of services, utilities, materials and supplies (including taxes thereon) furnished or used in the operation, repair, maintenance, cleaning,

security, safety and protection of the Premises, the Lot and the Campus, including without limitation fees, if any, imposed upon Landlord, or Landlord's affiliate or charged to the Premises, the Lot and/or the Campus, by the state or municipality in which the Premises is located on account of the need for increased or augmented public safety services.

3. The cost of replacements for tools and other similar equipment used in the repair, maintenance, cleaning and protection of the Premises, the Lot and the Campus, provided that, in the case of any such equipment used jointly on other property of Landlord, or Landlord's affiliate such costs shall be suitably prorated among the Building and such other properties.

4. Where the Building is managed by Landlord or an affiliate of Landlord, a sum equal to the amounts customarily charged by management firms in the Greater Colorado Springs area for similar properties, whether or not actually paid, or where managed by other than Landlord or an affiliate thereof, the amounts accrued for management, together with, in either case, amounts accrued for legal and other professional fees relating to the Premises, the Lot and the Campus, but excluding such fees and commissions paid in connection with services rendered for securing or renewing leases and for matters not related to the normal administration and operation of the Building.

5. Premiums for insurance against damage or loss from such hazards as shall from time to time be required by Landlord or its Mortgagee and/or insurance against such other losses and liability as shall from time to time be carried by Landlord or its affiliates with respect to the Campus or relevant portions thereof, including, but not by way of limitation, full replacement cost insurance, fire and extended all risk coverage, insurance covering loss of rent attributable to any such hazards, workers compensation insurance, general liability insurance, property damage, boiler and plate glass insurance.

6. If, during the Term, Landlord or Landlord's affiliates shall make a capital expenditure, the total cost of which is not properly includable in Operating Expenses for the Operating Year in which it was made, there shall nevertheless be included in such Operating Expenses for the Operating Year in which it was made and in Operating Expenses for each succeeding Operating Year the annual charge-off of such capital expenditure. Annual charge-off shall be determined by dividing the original capital expenditure plus an interest factor, reasonably determined by Landlord, as being the interest rate then being charged for long-term mortgages by institutional lenders on like properties within the locality in which the Building is located, by the number of years of useful life of the capital expenditure; and the useful life shall be determined reasonably by Landlord in accordance with generally accepted accounting principles and practices in effect at the time of making such expenditure.

7. Costs for electricity, water and sewer use charges, and other utilities supplied to the Building, the Lot and/or the Campus and not paid for directly (i.e., other than by escalation payments or the equivalent) by tenants.

8. Amounts paid to independent contractors for services, materials and supplies furnished for the operation, repair, security, management, safety, maintenance, cleaning and protection of the Building, the Lot and the Campus.

9. Costs of snow, ice, trash and rubbish removal and the cost of exterior landscaping, lawn mowing, hedge trimming, fertilizing, replacing shrubs and other vegetation, seeding, weeding, sodding, watering, and caring for the Lot and Campus; and the cost of cleaning, repairing, maintaining, and replacing any sidewalks, driveways, and curbs adjacent to the Lot and Campus.

10. Cost of maintaining and repairing exterior light fixtures.

If during any portion of the Operating Year for which Operating Expenses are being computed, Landlord is not furnishing any particular work or service (the cost of which if performed by Landlord would constitute an Operating Expense) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses for any Operating Year during all or any part of which such work or service is not so furnished by Landlord shall be increased by an amount equal to the additional Operating Expenses which reasonably would have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. In determining the amount of Operating Expenses for any Operating Year, if less than ninety-five percent (95%) of the Building rentable area shall have been occupied by tenant(s) at any time during such Operating Year, Operating Expenses shall be determined for such Operating Year to be an amount equal to the Operating Expenses which would normally be expected to have been incurred had such occupancy been ninety-five percent (95%) throughout such Operating Year.

(iii) "**Lot Operating Expenses**" for any Operating Year shall mean all Operating Expenses incurred in respect of the Building or the Lot, exclusive of Campus Operating Expenses, for such Operating Year.

(iv) "**Campus Operating Expenses**" for any Operating Year shall mean all Operating Expenses, exclusive of Lot Operating Expenses, incurred in respect of the Campus as a whole or the common facilities located on the Campus which service or benefit all buildings (including the Building) or lots (including the Lot) from time to time located on the Campus including, without limiting the generality of the foregoing, property management fees and expenses, curb-cuts, common and circulation roadways, common driveways, walkways, sidewalks, non-exclusive parking areas, loading areas, trash enclosures, recreation areas, landscaped areas, Campus signage, utility areas, facilities, lines and equipment, drainage areas and related fixtures and equipment, and any other similar improvements constructed on the Campus, whether above or below ground, which Landlord (or its affiliates) operates, repairs or maintains or contributes to the cost of the operation, repair or maintenance thereof and any charges, fees or costs levied, imposed or assessed by any owners association, architectural committee, declarant, governmental or quasi-governmental authority or other property owner or the like against the Campus or any portion thereof, whether pursuant to the Permitted Encumbrances or otherwise.

(b) Tenant shall pay to Landlord, as Additional Rent for each Operating Year, an amount equal to the sum of (i) Tenant's Campus Share of Campus Operating Expenses for such Operating Year and (ii) Tenant's Lot Share of Lot Operating Expenses for such Operating Year, such amount to be apportioned for any portion of an Operating Year in which the Premises Conversion Date falls or the term of this Lease ends.

(c) Estimated payments paid by Tenant on account of (i) Tenant's Campus Share of Campus Operating Expenses and (ii) Tenant's Lot Share of Lot Operating Expenses shall be made on the first day of each and every calendar month during the Lease Term, in the fashion herein provided for the payment of Fixed Rent. The monthly amount so to be paid to Landlord shall be sufficient to provide Landlord by the end of each Operating Year a sum equal to Tenant's required payments, as estimated by Landlord from time to time during each Operating Year, on account of (i) Tenant's Campus Share of Campus Operating Expenses and (ii) Tenant's Lot Share of Lot Operating Expenses for such Operating Year. After the end of each Operating Year, Landlord shall submit to Tenant a reasonably detailed accounting (an "**Operating Statement**") of Lot Operating Expenses and Campus Operating Expenses for such Operating Year. If estimated payments theretofore made for such Operating Year by Tenant exceed Tenant's required payment on account thereof for such Operating Year, according to such statement, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant with respect to Operating Expenses (or refund such overpayment if the Term has ended and Tenant has no further obligation to Landlord); but, if the required payments on account thereof for such Operating Year are greater than the estimated payments (if any) theretofore made on account thereof for such Operating Year, Tenant shall make payment to Landlord within fifteen (15) days after being so advised by Landlord. Landlord shall have the same rights and remedies for the nonpayment by Tenant of any payments due on account of Operating Expenses as Landlord has hereunder for the failure of Tenant to pay Fixed Rent. In the event of any dispute regarding Operating Expenses, Tenant shall pay the amount therefor as estimated by Landlord as aforesaid pending resolution of the dispute.

(d) Notwithstanding the foregoing, Landlord's failure to render, or delay in rendering, an Operating Statement for any Operating Year shall not prejudice Landlord's right to thereafter render an Operating Statement for such Operating Year or any other Operating Year, nor shall the rendering of an Operating Statement for any Operating Year prejudice Landlord's right to hereafter render a revised or corrected Operating Statement for such Operating Year, nor shall the rendering of a revised or corrected Operating Statement for any Operating Year prejudice Landlord's right to thereafter render a further revised or corrected Operating Statement for such Operating Year.

30. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

(g) This Lease shall be governed by and construed and enforced in accordance with and subject to the laws of the state where the Premises are located.

(h) Any claim based on or in respect of any liability of Landlord under this Lease shall be enforced only against the Premises and, subject to the rights of any Mortgagee, any insurance proceeds received by Landlord for satisfaction of any claim or recovery of any judgment from Landlord and not against any other assets, properties or funds of (1) Landlord or any director, officer, member, manager, shareholder, general partner, limited partner, or direct or indirect member, manager, partner, employee or agent of Landlord or any of its members (or any legal representative, heir, estate, successor or assign of any thereof), (2) any predecessor or successor partnership, corporation or limited liability company (or other entity) of Landlord or any of its members, either directly or through Landlord or its predecessor or successor partnership, corporation or limited liability company (or other Person) of Landlord or its general partners, and (3) any other Person.

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

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

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(k) Landlord and Tenant each represent that they have dealt with no broker, finder or other Person who could legally charge a commission in connection with Landlord's acquisition of the Land or with the Lease; provided, however, Landlord and Tenant acknowledge and agree that Landlord was introduced to the transaction by Newmark Capital Group which will be compensated by Tenant out of the sales proceeds funded by Landlord at closing of the sale of the Premises from Tenant to Landlord on the date hereof.

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

(m) Notwithstanding anything to the contrary contained herein, Landlord shall have no liability to Tenant if, and for so long as, Landlord is unable to fulfill, or is delayed in fulfilling any of its obligations under this Lease by reason of one or more Events of Force Majeure. For purposes hereof, "Event of Force Majeure" shall mean (i) any strike, lock-out or other labor trouble, governmental preemption of priorities, or other controls in connection with a national or other public emergency, or any shortage of materials, supplies or labor, or (ii) any failure or defect in the supply, quantity or character of electricity, water, oil, gas, steam or other utility furnished to the Campus (or any part thereof) by reason of any Legal Requirement or any requirement, act or omission of the public utility or other person(s) serving the Campus (or any part thereof) with electricity, water, oil, gas, steam or other utility, or (iii) any accident, fire or other casualty, or other act of God, or (iv) any other event, whether similar or dissimilar, that is beyond the reasonable control of Landlord.

(n) Neither Landlord or any Mortgagee, nor any partner, member, manager, director, officer, shareholder, principal, agent, servant or employee of Landlord or any Mortgagee (in any case whether disclosed or undisclosed), shall be liable to Tenant for any loss, injury or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any damage to property of Tenant or of other entrusted to employees of Landlord nor for loss of or damage to any such property by theft or otherwise except to the extent caused by or resulting from the negligence of Landlord, its agents, servants or employees in the operation or maintenance of the Premises, the Building or the Campus. Further, neither Landlord or any Mortgagee, nor any partner, member, manager, director, officer, agent, servant or employee of Landlord or any Mortgagee, shall be liable (a) for any such damage caused by other tenants or persons in, upon or about the Building or the Campus, or caused by operations in construction of any public or quasi-public work; or (b) even if negligent, for consequential damages arising out of any loss of use of the Premises or any Tenant's Trade Fixtures therein by Tenant or any person claiming through or under Tenant.

(o) None of Landlord's agents, members, managers, partners, trustees, stockholders, officers, members of a governing board, directors, employees, or beneficiaries of Landlord shall be personally liable under this Lease nor shall any of their assets be subject to levy, execution, or other enforcement procedure for the satisfaction of the Tenant's remedies arising under this Lease or in connection with Tenant's use or occupancy of the Premises. Tenant shall look solely to Landlord's interest in the Premises for satisfaction of any liability of Landlord under this

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Lease. In no event shall Landlord ever be liable to Tenant for any indirect, special, or consequential damages suffered by Tenant from whatever cause.

(p) Time is of the essence in the payment and performance of the obligations of Tenant under this Lease.

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

LANDLORD:

WITNESS:

/s/ KELLI N. LEE

CS/FEDERAL DRIVE AB LLC
By: CWNLT Federal Drive LLC, a
Delaware limited liability company,
its Manager

Name: Kelli N. Lee

By: Cushman & Wakefield Net Lease
Operating Partnership, L.P.,
a Delaware limited partnership,
its Sole Member and Manager

By: Cushman & Wakefield Net Lease
Trust, Inc., a Maryland
corporation, its General Partner

By: /s/ DAVID H. WENK
Name: David H. Wenk
Title: Vice President

TENANT:

WITNESS:

/s/ KENNETH HOWELL

QUANTUM CORPORATION

Name: Kenneth Howell

By: /s/ EDWARD J. HAYES, JR.
Name: Edward J. Hayes, Jr.
Title: Executive Vice President and Chief Financial Officer

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ___ day of February, 2006 by David H. Wenk, the Vice President of Cushman & Wakefield Net Lease Trust, Inc., which is the general partner of Cushman & Wakefield Net Lease Operating Partnership, L.P., which is the sole member and manager of CWNLT Federal Drive LLC, which is the manager of CS/Federal Drive AB LLC, on behalf of such limited liability company.

Witness my hand and official seal.

My commission expires: April 2, 2006

(SEAL) /s/ EMMA L. THOMPSON

Notary public

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LEASE AGREEMENT

Between

CS/FEDERAL DRIVE C LLC

as Landlord

and

QUANTUM CORPORATION

as Tenant

Dated as of February 6, 2006

(Building C -- 10285 Federal Drive, Colorado Springs, Colorado)

BASIC LEASE INFORMATION

<u>Date of Lease:</u>	February 6, 2006
<u>Landlord:</u>	CS/Federal Drive C LLC
<u>Tenant:</u>	Quantum Corporation
<u>Commencement Date:</u>	February 6, 2006
<u>Lease Expiration Date:</u>	As to Space 1, February 28, 2011, subject to the Renewal Terms, and as to Space 2, November 30, 2009.
<u>Premises Conversion Date:</u>	December 1, 2009
<u>Building:</u>	Building located at 10285 Federal Drive, Colorado Springs, Colorado containing approximately 122,041 rentable square feet, commonly known as "Building C".
<u>Campus:</u>	The land, buildings and improvements located at 10125, 10205 and 10285 Federal Drive, Colorado Springs, Colorado. The building located at 10125 Federal Drive contains approximately 191,181 rentable square feet and is commonly known as "Building A". The building located at 10205 Federal Drive contains approximately 92,985 rentable square feet and is commonly known as "Building B".
<u>Lot:</u>	The land on which Building C is located, as more particularly described in Exhibit A-1 .
<u>Space 1:</u>	A portion of the first floor of the Building containing 52,041 rentable square feet, as shown on Exhibit A-2 annexed hereto.
<u>Space 2:</u>	The space currently subleased by Lockheed pursuant to the Lockheed Sublease which consists of a portion of the first floor of the Building containing 38,861 rentable square feet and a portion of the second floor of the Building containing 31,139 rentable square feet, as shown as Exhibit A-3 annexed hereto.

<u>Fixed Rent:</u>	<u>Lease Year</u>	<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
	1A	2/6/06 - 11/30/06	\$1,397,472.00	\$116,455.33
	1B	12/01/06 - 2/28/07	\$1,414,968.00	\$117,913.67
	2A	3/01/07 - 11/30/07	\$1,427,508.00	\$118,959.42
	2B	12/01/07 - 2/29/08	\$1,462,512.00	\$121,876.08
	3A	3/01/08 - 11/30/08	\$1,475,316.00	\$122,942.77

3B	12/01/08 - 2/28/09	\$1,510,308.00	\$125,859.44
4A	3/01/09 - 11/30/09	\$1,523,364.00	\$126,947.46
4B	12/1/09 - 2/28/10	\$665,870.00	\$55,489.13
5	3/01/10 - 2/28/11	\$679,187.00	\$56,598.91

Renewal Terms: Solely as to Space 1, three (3) consecutive periods of five (5) years each

Landlord's Wire Transfer Address: Wachovia Bank, NA
 ABA # 053-000-219
 Acct Name- Incoming wire account
 Acct # 50775-94-01-1216
 Ref Loan # (must be included on wire)- 502854423

Fixed Rent Payment due on Commencement Date \$95,659.73

Related Leases: (i) Lease Agreement originally between Landlord (or its affiliate), as landlord, and Tenant, as tenant, of even date herewith pertaining to all or a portion of Building A and the land on which it is located and (ii) Lease Agreement originally between Landlord (or its affiliate), as landlord, and Tenant, as tenant, of even date herewith pertaining to all or a portion of Building B and the land on which it is located, as the same may be amended, modified or assigned from time to time.

THIS LEASE AGREEMENT, is made and entered into as of the date set forth in the Basic Lease Information (this lease agreement, together with all amendments and supplements hereto, this "**Lease**"), by and between CS/Federal Drive C LLC, a Delaware limited liability company, having an address at c/o Cushman & Wakefield Net Lease Trust, Inc., 51 West 52nd Street, New York, NY 10012 (together with any successor or assigns, hereinafter called the "**Landlord**") and Quantum Corporation, a Delaware corporation, having an address at 1650 Technology Drive, Suite 800, San Jose, CA 95110 (together with any successor or assign permitted by this Lease, hereinafter collectively called the "**Tenant**").

1. DEFINITIONS

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

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

"Affiliates" means Persons (other than individuals) controlled by, controlling, or under common control with Tenant.

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

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

"Building" is defined and shall have the meaning specified in the Basic Lease Information.

"Business Day" shall mean any day of the week other than (i) Saturday and Sunday, or (ii) a day on which banking institutions in Denver, Colorado are obligated or authorized by law or executive action to be closed to the transaction of normal banking business.

"Business Hours" is defined in paragraph 8(c) of this Lease.

"Campus" is defined and shall have the meaning specified in the Basic Lease Information.

"Campus Operating Expenses" is defined in paragraph 29 of this Lease.

"Casualty" shall mean any damage or destruction caused to the Premises by any reason, including fire.

"Casualty Repair" is defined in paragraph 10(a) of this Lease.

"Casualty Termination Date" is defined in paragraph 10(d) of this Lease.

"Casualty Threshold" is defined in paragraph 10(d) of this Lease.

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

“Commencement Date” is defined and shall have the meaning specified in the Basic Lease Information.

“Corporate Control Criteria” means Transferee has a Credit Rating of both “BB-” or higher from S&P and “B2” or higher from Moody’s, in each case for the twenty-four (24) consecutive calendar month period prior to a Permitted Transfer and as of the date of the Permitted Transfer.

“Corporate Control Event” means any of the following: (i) a merger or consolidation of Tenant with or into another entity, (ii) the sale of all or substantially all the assets of Tenant to any party, (iii) any one Person acquiring 50% or more of publicly traded common stock, voting securities or economic benefits and burdens (including distributions) of Tenant within any twelve month period, or (iv) a change in 50% or more of Tenant’s Board of Directors in any 12 month period.

“Credit Rating” means the senior unsecured debt rating issued by S&P and Moody’s or if either or both no longer exist or no longer issue ratings then, for either or both as so applicable, an Alternative Credit Rating Agency. All references to specific levels of a Credit Rating mean such rating with a “stable” or “positive” outlook, but not a “negative” outlook or “on watch” associated with such rating.

“Environmental Laws” is defined in paragraph 26(b) of this Lease.

“Equipment” means the equipment necessary for the operation, maintenance or repair of the Improvements, all of which are owned by Landlord, including, without limitation, those items listed on Exhibit B-1.

“Event of Default” is defined in paragraph 15 of this Lease.

“Event of Force Majeure” is defined in paragraph 30(m) of this Lease.

“Fair Market Rental Value of the Premises” shall mean the rent that would be paid by a willing tenant and accepted by a willing landlord in an arm length’s lease of the Premises in which neither party is under any compulsion to lease, but without consideration of any concessions, allowances or other inducements then normally being offered to prospective tenants. Fair Market Rental Value shall be determined by the appraisal process set forth in Exhibit E.

“Fixed Rent” is defined in paragraph 5 of this Lease.

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“Hazardous Materials” is defined in paragraph 26(b) of this Lease.

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

“Improvements” means all of the buildings (including the Building), structures, improvements, equipment, and all building fixtures therein (including parking areas, and driveways) now or hereafter located on the Land, other than and specifically excluding Tenant’s Trade Fixtures.

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

“Indemnified Partner” is defined in paragraph 26(c) of this Lease.

“Initial Appraiser” is defined in Exhibit E of this Lease.

“Initial Valuation” is defined in Exhibit E of this Lease.

“Land” means the title and interest of Landlord in and to the Lot, and any land lying in the bed of any existing dedicated street, road or alley adjoining thereto, all strips and gores adjoining thereto, and all rights, ways, easements, privileges and appurtenances thereunto belonging.

“Landlord” is defined in the first paragraph of this Lease.

“Lease” is defined in the first paragraph of this Lease.

“Lease Expiration Date” is defined and shall have the meaning specified in the Basic Lease Information.

“Lease Year” or **“Lease Years”** shall mean each twelve (12) month period beginning on the first day of the calendar month immediately following the month in which the Commencement Date occurs and each twelve (12) month period thereafter beginning on the anniversary of the first day of the calendar month immediately following the month in which the Commencement Date occurs; provided, however, the first “Lease Year” shall include the number of days from the Commencement Date through the last day of the calendar month in which the Commencement Date occurs.

“Legal Requirements” is defined in paragraph 12 of this Lease.

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

“Lockheed” shall mean Lockheed Martin Corporation, a Maryland corporation, and its successors and permitted assigns.

“Lockheed Sublease” shall mean that certain Sublease Agreement dated August 25, 2004, as amended by First Amendment to Sublease Agreement dated as of the Commencement Date, between Tenant, as sublandlord, and Lockheed, as subtenant, with respect to Space 2.

“Lot” is defined and shall have the meaning specified in the Basic Lease Information.

“Lot Operating Expenses” is defined in paragraph 29 of this Lease.

“Moody’s” means Moody’s Investors Services, Inc. and its successors.

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

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

“Net Casualty Proceeds” shall mean the compensation and/or insurance payments net of the reasonable expenses of collecting such amounts incurred by Landlord, any Mortgagee, or Tenant, and received by any Mortgagee, Landlord or Tenant in respect of any portion of the Premises by reason of and on account of a fire or other Casualty.

“Operating Expenses” is defined in paragraph 29 of this Lease.

“Operating Statement” is defined in paragraph 29 of this Lease.

“Operating Year” is defined in paragraph 29 of this Lease.

“Other Taxes” is defined in paragraph 6(b) of this Lease.

“Overdue Rate” means the greater of: (x) ten percent (10%) per annum or (y) the sum of five percent (5%) plus the prime interest rate as reported from time to time in The Wall Street Journal, but in any event, if lower, the maximum annual interest rate allowed by law for business loans (not primarily for personal, family or household purposes); provided, however, if The Wall Street Journal is no longer in existence or ceases to publish such information, Landlord shall use the prime interest rate as reported in a comparable publicly available publication selected by Landlord in its sole, but good faith, discretion.

“Overtime Service” is defined in paragraph 8(c) of this Lease.

“Permitted Encumbrances” means:

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

(b) The easements, rights-of-way, encroachments, encumbrances, restrictive covenants or other matters affecting the title to the Premises or any part thereof set forth on Exhibit C attached hereto;

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

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

(e) This Lease and the rights, privileges and entitlements of Tenant hereunder;

(f) The Lockheed Sublease and the rights, privileges and entitlements of Lockheed, as subtenant thereunder; and

(g) The Tropical Sun Sublease and the rights, privileges and entitlements of Tropical Sun, as subtenant thereunder.

“Permitted Transfer” is defined in paragraph 25 of this Lease.

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

“Premises” is defined in paragraph 2(a) of this Lease.

“Premises Conversion Date” is defined and shall have the meaning specified in the Basic Lease Information.

“Primary Term” is defined in paragraph 4 of this Lease.

“Proceeds Trustee” shall mean a federally insured bank or trust company designated by Landlord, subject to the prior written approval of Tenant, such approval not to be unreasonably withheld, delayed, or conditioned; provided, however, if a Mortgage encumbers the Premises, the Mortgagee hereunder may, at its option, be appointed Proceeds Trustee for so long as such Mortgage remains outstanding.

“Prohibited Alterations” is defined in paragraph 23(a) of this Lease.

“Property Taxes” is defined in paragraph 6(a) of this Lease.

“Related Lease(s)” is defined and shall have the meaning specified in the Basic Lease Information.

“Rent” means Fixed Rent and Additional Rent.

“Renewal Term(s)” is defined in paragraph 4 of this Lease.

“Restoration Fund” is defined in paragraph 10 of this Lease.

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“Rules and Regulations” is defined in paragraph 3(d) of this Lease.

“S&P” means Standard & Poor’s Rating Service and its successors or assigns.

“Site Assessments” is defined in paragraph 26(d) of this Lease.

“Site Reviewers” is defined in paragraph 26(d) of this Lease.

“Space 1” is defined and shall have the meaning specified in the Basic Lease Information.

“Space 2” is defined and shall have the meaning specified in the Basic Lease Information.

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

“Tenant” is defined in the first paragraph of this Lease.

“Tenant’s Campus Share” shall mean a fraction, (i) the numerator of which is the rentable area of the space then constituting the Premises in the Building (presently 122,041 square feet) and (ii) the denominator of which is the rentable area of all buildings located on the Campus (presently 406,207 square feet). Accordingly, the Tenant’s Campus Share as of the Commencement Date is 30.04%.

“Tenant’s Lot Share” shall mean a fraction, (i) the numerator of which is the rentable area of the space then constituting the Premises in the Building (presently 122,041 square feet) and (ii) the denominator of which is the rentable area of the Building (presently 122,041 square feet). Accordingly, Tenant’s Lot Share as of the Commencement Date is 100%.

“Tenant’s Trade Fixtures” means (i) the items of unaffixed tangible personal property of Tenant and (ii) trade fixtures of Tenant that are located on the Premises on the Commencement Date and specifically listed on Exhibit B-2 hereto, together with items of tangible personal property and trade fixtures owned by Tenant brought on to the Premises following the Commencement Date and which are easily movable and not affixed to the Premises, but specifically excluding the Equipment.

“Term” means the Primary Term and any Renewal Terms.

“Termination Date” is defined in paragraph 14 of this Lease.

“Third Appraiser” is defined in Exhibit E of this Lease.

“Third Valuation” is defined in Exhibit E of this Lease.

“Transferee” is defined in paragraph 25(a) of this Lease.

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“Treasury Rate” means the yield to maturity of a debt obligation of the United States Treasury having a maturity date closest to but not earlier than the then-existing remaining Term of the Lease and, if more than one have been issued with such maturity date, then using the debt obligation first issued on or closest to the date of any termination by Landlord under this Lease.

“Tropical Sun” means Tropical Sun Imports, LLC, a Colorado limited liability company, and its successors and permitted assigns.

“Tropical Sun Sublease” means the Sublease dated as of the Commencement Date between Tenant, as tenant, and Tropical Sun, as subtenant, with respect to approximately 28,000 rentable square feet in Space 1.

“Valuation Notice” is defined in Exhibit E of this Lease.

“Valuation Period” is defined in Exhibit E of this Lease.

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2. DEMISE OF PREMISES; QUIET ENJOYMENT

(a) Landlord hereby demises and leases to Tenant and Tenant hereby leases and rents from Landlord the Premises, IN ITS “AS IS” CONDITION,

SUBJECT TO (A) THE EXISTING STATE OF TITLE (INCLUDING, WITHOUT LIMITATION, PERMITTED ENCUMBRANCES), (B) THE RIGHTS OF PARTIES IN POSSESSION (INCLUDING, WITHOUT LIMITATION, LOCKHEED PURSUANT TO THE LOCKHEED SUBLEASE AND TROPICAL SUN PURSUANT TO THE TROPICAL SUN SUBLEASE), (C) ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION OF THE PREMISES MIGHT SHOW, AND (D) ALL APPLICABLE LEGAL REQUIREMENTS (AS HEREINAFTER DEFINED), INCLUDING, WITHOUT LIMITATION, ANY VIOLATIONS OF LEGAL REQUIREMENTS WHICH MAY EXIST ON THE DATE HEREOF (AND WITHOUT EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR COVENANT OF LANDLORD WHATSOEVER WITH RESPECT TO THE PREMISES (OR ANY PART THEREOF) OR THE VALUE, HABITABILITY, DESIGN, OPERATION, QUALITY, REPAIR OR FITNESS OF THE PREMISES FOR A PARTICULAR USE, OR TITLE THERETO, OR PERMITTED USES, ALL SUCH WARRANTIES BEING HEREBY DISCLAIMED BY LANDLORD AND WAIVED AND RENOUNCED BY TENANT), AND LANDLORD SHALL NOT BE LIABLE FOR ANY LATENT, HIDDEN, OR PATENT DEFECT THEREIN OR THE FAILURE OF THE PREMISES, OR ANY PARTY THEREOF, TO COMPLY WITH ANY LEGAL REQUIREMENT. Prior to the Premises Conversion Date, the “Premises” consists of collectively, Landlord’s interest in the Land, the Equipment, the Improvements, together with any easements, rights, and appurtenances in connection therewith or belonging to said Land and Improvements. From and after the Premises Conversion Date, the “Premises” shall consist solely of Space 1. The Premises is part of the Lot and the Campus. For the avoidance of doubt, Tenant’s obligations and covenants with respect to “Premises” under this Lease (including, without limitation, in respect of Property Taxes, Other Taxes and Operating Expenses), includes, without limitation, all obligations and covenants relating to the Lot and/or the Campus as a whole which are allocable to the Premises. No easement for light, air or view is included with or appurtenant to the Premises. The foregoing disclaimer in this paragraph 2(a) has been negotiated by Landlord and Tenant, each being represented by independent counsel, and is intended as a complete negation of any representation, warranty or covenant by Landlord, express or implied, with respect to the condition, quality, repair, or fitness of the Premises for a particular use, or title thereto, or permitted uses. Tenant shall, in no event, have any recourse against Landlord for any defect in or exception to title to the Premises.

(b) From and after the Premises Conversion Date:

(i) Tenant shall have, as appurtenant to the Premises, the non-exclusive right to use, and permit its invitees to use in common with others, to the extent the same service Space 1 as of the Premises Conversion Date, public or common lobbies, hallways and the loading platform(s) of the Building and common roadways, driveways and walkways necessary for access to the Building, and if the portion of the Premises on any floor includes less than the entire floor, the common toilets, corridors and lobby of such floor; but such rights shall always be subject to the Rules and Regulations from time to time established by Landlord pursuant to paragraph 3(d) and to the right of Landlord to designate and change from time to time areas and facilities so to be

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used. Landlord shall have the right at any time without thereby creating any actual or constructive eviction or incurring any liability to Tenant therefor, and without abatement in Rent, to change the arrangement or location of lobbies, entrances, passageways, doors, doorways, Building links, stairways, elevators, corridors and other like portions of the Building outside of the Premises, provided that such change does not materially interfere with Tenant’s access to the Premises.

(ii) Excepted and excluded from the Premises are the ceiling, floor, perimeter walls and exterior windows (except the inner surface of each thereof), and any space in the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, but the entry doors (and related glass and finish work) to the Premises are a part thereof. Landlord shall have the right to place in the Premises (but in such manner as to reduce to a minimum interference with Tenant’s use of the Premises) interior storm windows, sun control devices, utility lines, equipment, stacks, pipes, conduits, ducts and the like. In the event that Tenant shall install any hung ceilings or walls in the Premises, Tenant shall install and maintain, as Landlord may require, proper access panels therein to afford access to any facilities above the ceiling or within or behind the walls.

(iii) Tenant shall also have the right (subject to the Rules and Regulations established pursuant to paragraph 3(d) and subject to paragraph 25) to use without charge therefor during the initial Lease Term on a non-exclusive, unreserved basis and in common with use by other tenants, subtenants and invitees of the Campus, parking spaces in the parking areas located on the Lot in an amount which shall equal no more than the number of parking spaces required to be provided with respect to the Premises by applicable zoning regulations for the then actual and permitted use(s). The parking privileges granted herein are non-transferable except to an assignee or subtenant permitted pursuant to paragraph 25. Further, Landlord assumes no responsibility whatsoever for loss or damage due to fire, theft or otherwise to any automobile(s) parked on the Lot or elsewhere or to any personal property therein, however caused, and Tenant covenants and agrees, upon request from Landlord from time to time, to notify its officers, employees, agents and invitees of such limitation of liability. Tenant acknowledges and agrees that a license only is hereby granted, and no bailment is intended or shall be created.

(c) Tenant hereby, agrees that the execution and delivery by Tenant of this Lease, shall, without further act, constitute the irrevocable acceptance by Tenant of the Premises. Landlord covenants with Tenant that, upon the payment of the Fixed Rent and Additional Rent and the performance of all the terms of this Lease to be performed by Tenant, Tenant shall, at all times during the Term, peaceably and quietly enjoy the Premises without any disturbance from Landlord or from any Person claiming by, through, or under Landlord with respect to matters arising from and after the first day of the Term. Exercise by Landlord of its rights to come upon the Premises as set forth in this Lease shall not constitute a violation of this paragraph. Tenant expressly waives and releases Landlord from any common law or statutory covenant of quiet enjoyment.

3. USE; RULES AND REGULATIONS

(a) Tenant shall, subject to applicable Legal Requirements (as hereinafter defined), including without limitation, zoning regulations, ordinances and restrictions, and any recorded

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covenants, conditions, easements, agreements, encumbrances or restrictions in the public records (including, without limitation, those set forth on

Exhibit C attached hereto), and subject to applicable insurance requirements, use and occupy the Premises only for, to the extent lawful, general and administrative offices, test labs, and manufacturing, configuration and warehouse use, and for no other use or purpose. Tenant shall not use, suffer or permit the Premises, or any portion thereof, to be used by Tenant, any third party or the public, as such, without restriction or in such manner as might adversely affect Landlord's title to or interest in the Premises, or in such manner as might make possible a claim or claims of adverse possession by the public, as such, or third Persons against Landlord's title to or interest in the Premises, or of implied dedication of the Premises, or any portion thereof. Tenant shall not commit or permit any waste of the Premises or any part thereof.

(b) Tenant shall not use, or suffer or permit the use of, or suffer or permit anything to be done in or anything to be brought into or kept in or about the Premises or the Building, the Lot or the Campus, or any part thereof which, in the reasonable judgment of Landlord, shall in any way (i) impair or tend to impair the appearance or reputation of the Building or the Campus or (ii) impair or interfere with or tend to impair or interfere with any of the Building services or the proper and economic heating, ventilation, cleaning, air conditioning or other servicing of the Building or Premises, or with the use of any of the other areas of the Building or Campus or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building or the Campus. Tenant shall not perform any act or carry on any practice which may injure the Premises, or any other part of the Building, the Lot or the Campus, or cause any offensive odors or loud noise or constitute a nuisance or a menace to any other tenant or tenants or other persons in the Building or Campus.

(c) Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of property or liability insurance on the Premises or the Property above the standard rate applicable to Premises being occupied for the permitted uses described above; and Tenant further agrees that, in the event that Tenant shall do any of the foregoing, Tenant (in addition to Landlord's other rights and remedies) will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as Additional Rent hereunder.

(d) Tenant shall abide by reasonable rules and regulations from time to time established by Landlord or the owner of any other Building on the Campus ("**Rules and Regulations**"), it being agreed that such Rules and Regulations will be established and applied by Landlord in a non-discriminatory fashion, such that all Rules and Regulations shall be generally applicable to other tenants, of similar nature to the Tenant named herein, of the Building. Landlord shall not be liable to Tenant for violation of the Rules and Regulations by any other tenant or occupant of the Building, or persons having business with them. In the event that there shall be a conflict between such Rules and Regulations and the provisions of this Lease, the provisions of this Lease shall control.

4. TERM

(a) The primary term of this Lease (the "**Primary Term**") as to Space 1 shall be for a period of approximately five (5) years and as to Space 2 shall be for a period of approximately

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three (3) years and ten (10) months, in each case, beginning on the Commencement Date and ending on the applicable Lease Expiration Date.

(b) Unless the Term of this Lease shall have expired or been terminated pursuant to any provision hereof, and so long as no Event of Default exists at the time of exercise or on the date such Renewal Term commences, Tenant shall have the right to extend the Term solely with respect to Space 1 for three (3) consecutive extension periods of five (5) years each (each, a "**Renewal Term**," and, collectively, the "**Renewal Terms**"), upon the terms and conditions set forth in this Section 4(b). The annual Fixed Rent for each Renewal Term shall be ninety-five percent (95%) of the Fair Market Rental Value of the Premises as of the first day of the Renewal Term in question, as determined pursuant to Exhibit E; provided, however, that notwithstanding anything to the contrary herein, the Fixed Rent of the Premises during each such Renewal Term shall not be less than the Fixed Rent payable by Tenant during the Lease Year immediately prior to the applicable Renewal Term with respect to Space 1. Except as otherwise provided in this Lease, each Renewal Term shall be upon the same terms, covenants and conditions contained in this Lease. If Tenant elects to exercise its right to extend the Term for a Renewal Term, Tenant shall do so by notifying Landlord, in writing, of its election to exercise the right on or before the date that is fifteen (15) months prior to the commencement of such Renewal Term, time being of the essence.

5. RENTAL

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

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

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

(b) It is the intention of Landlord and Tenant that the Fixed Rent payable by Tenant to Landlord during the entire Term of this Lease shall be absolutely net of all costs and expenses incurred in connection with the management, operation, maintenance and repair of the Premises in accordance with this Lease except as expressly provided in paragraph 9(b) of this Lease. Except as expressly set forth in paragraph 9(b) of this Lease, Landlord shall have no obligations or liabilities whatsoever with respect to the management, operation, maintenance or repair of the Premises during the Term of this Lease, and Tenant shall manage, operate, maintain and repair the Premises in accordance with this Lease and shall pay all costs and expenses incurred in connection therewith before such costs or expenses become delinquent. Without limiting the generality of the foregoing, throughout the entire Term of this Lease, Tenant shall pay, as Additional Rent (either directly or as a reimbursement for Landlord's costs therefor as provided in paragraph 29 of this Lease), all (or, from and after the Premises Conversion Date, the relevant proportionate share of, all) premiums for all property and liability insurance covering the Premises required under this Lease, all Property Taxes (as defined in paragraph 6(a)) and all

Other Taxes (as defined in paragraph 6(b)) that accrue during or are allocable to the Term of this Lease, and for Property Taxes and Other Taxes, allocable for any period of time prior to the Term of this Lease. This paragraph 5(b) shall not limit Landlord's express obligations, if any, pursuant to paragraphs 8(c), 9(b), 10 and 14 of this Lease from and after the Premises Conversion Date.

(c) Tenant shall pay all Fixed Rent to Landlord, in advance, on or before the first day of each and every calendar month during the Term of this Lease (other than the payment due on the Commencement Date which is due as set forth in the Basic Lease Information) without notice, by wire transfer or other electronic means (or otherwise so there are collected funds available to Landlord on the due date). Interest at the Overdue Rate shall accrue on unpaid Fixed Rent from the due date thereof to the date of actual payment. If the Fixed Rent is paid after its due date, a late charge of five percent (5%) of the delinquent amount shall be due and payable; provided, however, that no late charge shall be imposed for the first late payment during the Term, if Tenant cures the delinquency within three (3) Business Days of its delinquency. Tenant shall pay to Landlord or the Person entitled thereto all Additional Rent when due. Tenant shall pay all Rent to Landlord without notice, demand, deduction or offset, in lawful money of the United States of America, to the wire transfer address of Landlord specified in the Basic Lease Information, or to such other accounts and/or Person or Persons or at such other place or places as Landlord may from time to time designate in writing. If Tenant fails to pay any Additional Rent when due, Landlord shall have all rights, powers and remedies provided for this Lease or by law or equity or otherwise in the case of nonpayment of Fixed Rent. In the event of any failure on the part of Tenant to pay and discharge any Additional Rent as and when due, Tenant shall promptly pay and discharge any fee, penalty, interest or cost which may be assessed or added by applicable Legal Requirements or under any agreement with a third Person for non-payment or late payment of such Additional Rent, all of which shall also constitute Additional Rent.

(d) Neither Tenant's inability or failure to take possession of all or any portion of the Premises for any reason whatsoever, shall delay or otherwise affect Tenant's obligation to pay Rent for the Premises from and after the Commencement Date.

6. TAXES

(a) Tenant shall pay, as Additional Rent, all Property Taxes prior to the assessment of any interest or penalty for late payment provided, however, if Landlord or Mortgagee is holding Tenant's estimated payments thereof pursuant to paragraph 6(f) below, Landlord or Mortgagee shall instead make such payments upon Tenant's behalf solely to the extent of such estimated payments, and subject to the rights of Mortgagee thereto. "**Property Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges (and any tax, assessment, excise, levy, municipal service fee, fee or charge levied wholly or partly in lieu thereof or as a substitute thereof or as an addition thereto) of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority on or against, or otherwise with respect to, or which are allocable to, the Premises or any part thereof or any personal property used in connection with the Premises. For this avoidance of doubt, "Property Taxes" shall include

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Tenant's Lot Share of such amounts allocable to the Lot and/or the Buildings thereon as a whole and Tenant's Campus Share of such amounts allocable to the Campus as a whole. "Property Taxes" shall not include net income, franchise, transfer or inheritance taxes of Landlord, except to the extent levied or assessed against Landlord as a substitute in whole or in part for any Property Taxes.

(b) Tenant shall pay, as Additional Rent, all Other Taxes prior to the assessment of any interest or penalty for late payment; provided, however, if Landlord or Mortgagee is holding Tenant's estimated payments thereof pursuant to paragraph 6(f) below, Landlord or Mortgagee shall instead make such payments upon Tenant's behalf solely to the extent of such estimated payments, and subject to the rights of Mortgagee thereto. "**Other Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges, including all payments related to the cost or occupation of providing facilities or services, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed (x) pursuant to any agreement described in item (b) of the definition of Permitted Encumbrances or (y) by any public or government authority upon, or measured by, or reasonably attributable or allocable to (i) the Premises, (ii) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises (including, without limitation, Tenant's Trade Fixtures) or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord, (iii) any Rent payable under this Lease, including any gross income tax or excise tax levied by any public or government authority with respect to the receipt of any such Rent but only to the extent that such taxes are in lieu of or a substitute for any Property Taxes, (iv) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or (v) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. For the avoidance of doubt, "Other Taxes" shall include Tenant's Lot Share of such amounts allocable to the Lot and/or the Buildings thereon as a whole and Tenant's Campus Share of such amounts allocable to the Campus as a whole. "Other Taxes" shall not include net income, franchise, transfer, or inheritance taxes of Landlord except to the extent levied or assessed against Landlord in whole or in part in lieu of, as a substitute for, or as an addition to any Other Taxes.

(c) Except for any tax on the net income derived from the Fixed Rent, if at any time during the Term, any method of taxation shall be such that there shall be levied, assessed or imposed on the Landlord, or on the Fixed Rent or Additional Rent, or on the Premises, or any portion thereof, or any portion of the Lot or the Campus allocable to the Premises, a capital levy, gross receipts tax, occupational license tax or other tax on the Rents received therefrom, or a franchise tax, or an assessment, gross receipts levy or charge measured by or based in whole or in part upon such gross Rents, Tenant, to the extent permitted by law, covenants to pay and discharge the same, it being the intention of the parties hereto that the Fixed Rent to be paid hereunder shall be paid to Landlord absolutely net without deduction or charge of any nature whatsoever, foreseeable or unforeseeable, ordinary or extraordinary, or of any nature, kind, or description.

(d) Tenant covenants to furnish Landlord, promptly following payment by Tenant (and in any event within fifteen (15) days after Landlord's request), official receipts of the appropriate taxing authority, if any, or other appropriate proof reasonably satisfactory to Landlord,

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evidencing the payment of all Impositions. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to

receive payment of any Imposition may be relied upon by Landlord as sufficient evidence that such Imposition is due and unpaid at the time of making or issuance of such certificate, advice or bill.

(e) So long as no Event of Default exists, and solely with respect to period prior to the Premises Conversion Date, Tenant shall have the right to contest the amount or validity, in whole or in part, of any Property Tax or Other Tax assessed against the Premises or any portion thereof or to seek a reduction in the valuation of the Premises as assessed for real estate property tax purposes by appropriate proceedings diligently conducted in good faith (but only after payment of such Property Tax or Other Tax). Landlord shall not be required to join in any proceeding referred to in this subparagraph (e) unless required by law, in which event Landlord shall, upon written request by Tenant, join in such proceedings or permit the same to be brought in its name, all at Tenant's expense. Landlord agrees to provide, at Tenant's expense, whatever assistance Tenant may reasonably require in connection with any such contest. Tenant covenants that Landlord shall not suffer or sustain any costs or expenses (including counsel fees) or any liability in connection with any such proceeding. No such contest may be prosecuted if it could subject Landlord to any civil liability or the risk of any criminal liability or otherwise adversely affect Landlord, the Premises or the Campus or if the contest relates to or could affect any period after the Premises Conversion Date. Tenant shall indemnify and defend Landlord against and save Landlord and the Premises, and any portion thereof, harmless from and against all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including attorney's fees, to the extent resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such Property Tax or Other Tax or valuation proceeding.

(f) Upon Landlord's request prior to Premises Conversion Date, and in any case from and after the Premises Conversion Date, Tenant shall pay to Landlord (or its Mortgagee, if so requested) on the first day of each calendar month an amount equal to one twelfth (1/12) of the Property Taxes and Other Taxes thereafter due and payable, as reasonably estimated by Landlord on the basis of assessments and bills and estimates thereof. Such amounts shall be held by Landlord or Mortgagee, without interest, and shall not be deemed to be trust funds and may be commingled with the general funds of Landlord or Mortgagee. Landlord shall apply such amounts paid by Tenant under this paragraph 6(f) to the payment before delinquency of the Property Taxes and Other Taxes, subject to any rights of the Mortgagee thereto. If at any time the amount on deposit pursuant to this paragraph 6(f) shall be less than the amount reasonably deemed necessary by Landlord to pay such Property Taxes or Other Taxes as they become due or if at any time the required payments on account of Property Taxes or Other Taxes for any tax year or Operating Year are greater than the estimated payments (if any) theretofore made by Tenant on account thereof for such tax year or Operating Year, Tenant shall pay to Landlord the amount necessary to make the deficiency within fifteen (15) days after notice from Landlord requesting payment thereof. If estimated payments theretofore made by Tenant for such tax year or Operating Year exceed Tenant's required payment on account thereof for such tax year or Operating Year, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant with respect to Property Taxes or Other Taxes (or refund such overpayment if the Term has ended and Tenant has no further obligation to Landlord). Landlord shall have the same rights and remedies for the nonpayment by Tenant of any payments due on account of Property Taxes or Other Taxes as Landlord has hereunder for the failure of Tenant to pay Fixed Rent.

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(g) So long as no Event of Default exists (and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default), Landlord will, within thirty (30) days after receipt, reimburse Tenant for its share of any refund of Property Tax or Other Tax received by Landlord (net of any amounts then due Landlord and net of amounts incurred by Landlord in connection with such tax contest) as a result of any tax contest relating to the Term (and only to the extent that Tenant actually paid the Property Tax or Other Tax in question). Landlord reserves the right to contest the amount or validity, in whole or in part, of any Property Tax or Other Tax or to seek a reduction in the valuation of the Premises as assessed for real estate property tax purposes.

7. NET LEASE; NON-TERMINABILITY

(a) This is an absolutely net lease and the Fixed Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice, demand, set-off, counterclaim, abatement, suspension, deduction or defense. It is the intention of the parties hereto that the Fixed Rent shall be an absolutely net return to Landlord throughout the Term of this Lease. In order that such Rent shall be absolutely net to Landlord, except as and to the extent otherwise expressly provided in paragraph 9(b) of this Lease, Tenant shall pay when due, and save Landlord harmless from and against, any and all costs, charges and expenses attributable to the Premises, including each fine, fee, penalty, charge (including governmental charges), assessments, sewer rent, Impositions, insurance premiums as may be required from time to time by Landlord or Mortgagee, utility expenses, carrying charges, costs, expenses and obligations of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, the payment for which Landlord or Tenant is, or shall become liable by reason of any rights or interest of Landlord or Tenant in, to or under the Premises or this Lease or in any manner relating to the ownership, leasing, operation, management, maintenance, repair, rebuilding, use or occupation of the Premises, or of any portion thereof. This paragraph 7(a) shall not limit Landlord's express obligations, if any, pursuant to paragraphs 8(c), 9(b), 10 and 14 of this Lease from and after the Premises Conversion Date.

(b) This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, except as expressly provided in paragraphs 10 and 14, nor shall Tenant be entitled to any abatement, suspension, deferment or reduction of, or setoff, counterclaim or defense with respect to, Rent hereunder except as expressly provided in paragraphs 10 and 14, nor shall the obligations of Tenant under this Lease be affected, by reason of (i) any damage to or destruction of all or any part of the Premises from whatever cause; (ii) subject to paragraph 14, the taking of the Premises or any portion thereof by condemnation, requisition or eminent domain proceedings; (iii) the prohibition, limitation or restriction of or interference with Tenant's use of all or any part of the Premises, or any interference with such use; (iv) any eviction by paramount title or otherwise; (v) Tenant's acquisition or ownership of all or any part of the Premises otherwise than as expressly provided herein; (vi) any default on the part of Landlord under this Lease, the Related Leases or under any other agreement to which Landlord and Tenant may be parties; (vii) any defect in the condition, merchantability, design, construction, quality or fitness for use of the Premises or any part thereof, or the failure of the Premises to comply with all Legal Requirements, including any inability to occupy or use the Premises by reason of such non-compliance; (viii) any defect in title to or rights to the Premises or any lien on such title or rights or on the Premises; (ix) any bankruptcy, insolvency, reorganization, composition, adjustment,

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dissolution, liquidation or other like proceedings relating to Tenant, Landlord, or any other Person, or any action taken with respect to this Lease by any trustee or receiver of Tenant, Landlord, or any other Person, or by any court, in any such proceeding; (x) any claim that Tenant has or might have against any Person, including without limitation Landlord, any vendor, manufacturer, contractor of or for the Premises; (xi) any invalidity or unenforceability or illegality or disaffirmance of this Lease or against or by Tenant or any provision hereof; (xii) the impossibility or illegality of performance by Tenant, Landlord or both; (xiii) any action by any court, administrative agency or other governmental authority, or (xiv) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Fixed Rent, the Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected unless the requirement to pay or perform the same shall have been terminated pursuant to any express provision of this Lease. Except as expressly provided in paragraph 10, Tenant agrees that Tenant will not be relieved of the obligations to pay the Fixed Rent or any Additional Rent in case of damage to or destruction of the Premises.

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

(d) Tenant waives all rights which may now or hereafter be conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of, or setoff, counterclaim or defense with respect to, the Fixed Rent, Additional Rent or any other sums payable under this Lease. Tenant shall remain obligated under this Lease in accordance with its terms and Tenant hereby waives any and all rights now or hereafter conferred by statute or otherwise to modify or to avoid strict compliance with its obligations under this Lease. Notwithstanding any such statute or otherwise, Tenant shall be bound by all of the terms and conditions contained in this Lease.

8. SERVICES

(a) Prior to the Premises Conversion Date, Tenant shall, at Tenant's sole cost and expense, supply the Premises with electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, window washing, security service, janitor, pest control and disposal services (including hazardous and biological waste disposal), and such other services as Tenant determines to furnish to the Premises.

(b) Landlord shall have the right to install, at Landlord's expense, separate electricity, water, gas and/or other utility check/sub-meters and related installation equipment measuring the utility consumption/demand of Tenant in Space 1. If so installed, Tenant shall at its cost keep such meters and installation equipment in good working order and repair. As Additional Rent,

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Tenant shall pay directly to the utility, as they become due, all bills for electricity, gas, steam, telephone, oil, water and sewer, and other utilities (whether they are used for furnishing heat or air conditioning or for other purposes) that are furnished to the Premises and now or hereafter separately metered or billed by the utility to the Premises. If any utilities used or consumed by Tenant are not separately metered, Tenant shall pay its allocable share of such utilities, based on use, as determined by Landlord.

(c) From and after the Premises Conversion Date:

(i) to the extent that central heating, air conditioning and ventilation then service the entire Building, Landlord shall, on Business Days from 8:00 a.m. to 6:00 p.m. ("**Business Hours**"), furnish heating and cooling as normal seasonal changes may require to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation at an occupancy of not more than one person per 150 square feet of Premises rentable area and an electrical load not exceeding 3.5 watts per square foot of Premises rentable area and such other design or operating requirements as may be reasonably imposed by Landlord. Landlord shall have no liability to Tenant if the Premises are not maintained at a reasonably comfortable space temperature during any period when the occupancy, electrical load, or other requirements described in the preceding sentence are exceeded or otherwise violated. If Tenant shall require air conditioning, heating or ventilation outside of Business Hours ("**Overtime Service**"), Landlord shall furnish such Overtime Service upon reasonable advance notice from Tenant, and Tenant shall pay therefor such charges as may from time to time be in effect. In the event Tenant introduces into the Premises personnel or equipment which overloads the capacity of the Building systems or in any other way interferes with the systems' ability to perform adequately its proper functions, Landlord shall have no liability to Tenant on account of such inadequacy and supplementary systems may, if and as needed, at Landlord's option, be provided by Landlord, at Tenant's expense.

(ii) Landlord shall also provide:

(A) Warm water for lavatory purposes and cold water (at temperatures supplied by the municipality in which the Building is located) for drinking, lavatory and cleaning purposes; and

(B) Snow and ice removal from the walks, driveways and parking areas which Tenant is entitled to use under this Lease, and landscaping of surrounding grounds.

(iii) Tenant understands that electricity will not be available to the Premises in excess of the electrical load capacity existing as of the Premises Conversion Date and Tenant agrees in its use of the Premises (i) not to exceed such load capacity and (ii) that its total connected lighting load will not exceed the maximum from time to time permitted under applicable Legal Requirements. If, without in any way derogating from the foregoing limitation, Tenant shall require electricity in excess of the requirements set forth above, Tenant shall notify Landlord and Landlord may (without being obligated to do so) supply such additional service or equipment at Tenant's sole cost and expense. Landlord shall purchase and install, at Tenant's expense, all lamps, tubes, bulbs, starters and ballasts. Tenant's use of electric energy shall never exceed the

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capacity of the then existing installations providing such electric energy to the Premises. Landlord shall have no liability to Tenant by reason of (x) any interruption in the supply of electric energy to the Premises, or (y) the quantity or character of electric energy available to the Premises not being suitable for Tenant's requirements.

(iv) Tenant shall, at Tenant's sole cost and expense, supply the Premises with interior window washing, security services, janitor, pest control and trash disposal services (including hazardous and biological waste disposal).

Landlord reserves the right, without liability to Tenant and without it being deemed a constructive eviction or giving rise to any rent abatement or diminution, to stop or interrupt any heating, ventilating, air-conditioning, power, electricity, water, gas, or other service (and to stop or interrupt the use of any Building or Campus facilities and systems) at such times as may reasonably be necessary in connection with the making of repairs, alterations or improvements or by reason of one or more Events of Force Majeure.

(d) Landlord shall not be in default hereunder or be liable for any damage or loss directly or indirectly resulting from, nor shall the Fixed Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in furnishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Landlord or Tenant or by the making of repairs or improvements to the Premises, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Premises, whether such results from mandatory governmental restriction or voluntary compliance with governmental guidelines. Tenant shall pay the full cost of all of the foregoing services and all other utilities and services supplied to the Premises as Additional Rent.

9. REPAIRS AND MAINTENANCE; REPLACEMENT

(a) Tenant shall, at its own sole cost and expense, keep the Premises, including all portions thereof, in good order and condition as a first class commercial property at all times on and after Commencement Date to and including the date of the termination of the Term, by lapse of time or otherwise. Tenant acknowledges the deferred maintenance items and other items requiring repair existing as of the Commencement Date as set forth on Exhibit E, and Tenant agrees, at its sole cost and expense, to repair all of the same to the "good order and condition" standard set forth in the prior sentence on or before July 31, 2006. Except as expressly provided otherwise in paragraph 9(b) below, Tenant shall timely and properly maintain, repair and replace all of the Premises and all its component parts, including parking lot surface and stripes, all landscaping, mechanical systems, electrical and lighting systems, plumbing and sewage systems, fixtures and appurtenances, interior walls, columns and floors, and ceilings, so as to preserve and protect the useful life, utility and value of such components, and in all events so as to preserve the effectiveness of any warranty relating thereto, such repairs and replacements to be at least in quality and class to the original work. Except as expressly provided otherwise in paragraph 9(b) below, if any building system or component shall become obsolete, non-functional, or uneconomic to repair, Tenant shall remove such item from the Premises and, promptly replace it with an item of comparable initial value and function. Promptly upon installation of any equipment, which is not Tenant's Trade Fixtures, Tenant shall deliver to Landlord the original

warranty (which shall specify Landlord as the owner of the equipment and Tenant's having a non-exclusive license and authority of Landlord solely to enforce such warranty during the Term of the Lease) relating to such equipment. Within thirty (30) days following Landlord's written request therefor, Tenant shall deliver to Landlord a written statement showing all removals and replacements of such systems or components since the last such report, including manufacturers, model numbers, and serial numbers. Landlord may, upon two (2) Business Days' prior notice (except that no notice shall be required if an Event of Default exists), cause independent private inspectors to make inspections of any building and building systems on the Premises or segments thereof to determine Tenant's compliance under this paragraph 9. If such inspection by Landlord reveals that the Premises, or any portion thereof, including any equipment thereon, is not in the condition required by this Lease in any material respect, then Tenant shall pay for such additional inspections performed by Landlord through the inspection approving the condition of such Premises as being in conformity with the Lease. In addition, Tenant shall pay the cost of any such inspection at the Premises by or on behalf of Landlord while an Event of Default exists. Tenant shall not take, or cause or permit to be taken, any action that would limit or void the effectiveness of any warranty or guaranty relating to the roof, foundation, exterior walls or building systems of the Building. If the premium or rates payable with respect to any policy or policies of insurance purchased by Landlord with respect to the Building or the Lot increases as a result of payment by the insurer of any claim arising from any act or neglect of Tenant, its assignee, subtenant, contractors or invitees, Tenant shall pay such increase, from time to time, within fifteen (15) days after demand therefor by Landlord, as Additional Rent.

(b) Except as provided in paragraph 10 and 14 and unless due to the negligence, willful misconduct or breach of any provision of this Lease (including the penultimate sentence of Section 9(a)) of or by Tenant or the Persons claiming by, through or under Tenant, (x) Landlord shall maintain, repair and replace the roof, foundation and exterior walls of the Building in good order and condition as a first class commercial property at all times on and after Commencement Date to and including the date of the termination of the Term, and (y) in addition, from and after the Premises Conversion Date, Landlord shall maintain, repair and replace in good order and condition, the parking lot surface and stripes, all landscaping, mechanical systems, electrical and lighting systems, plumbing and sewage systems, Building fixtures and appurtenances, (but specifically excluding any supplemental or accessory heating, ventilation or air conditioning equipment or systems and telecommunications/computer systems and any other equipment or systems exclusively servicing the Premises, all of which shall be maintained in good condition by Tenant at its sole expense), all insofar as they affect the Premises, except that Landlord shall in no event be responsible to Tenant for the repair of glass in the Premises, or the doors (or related glass and finish work) leading to the Premises. Landlord may, upon one business (1) day notice to Tenant (except in the case of emergency, in which case Tenant no notice shall be necessary), enter the Premises to perform such required maintenance and make such required repairs and replacements. Tenant shall cooperate with Landlord's performance of its obligations under this paragraph 9(b) and, to the extent that the same have not been duly assigned to Landlord on the Commencement Date, shall duly assign all of Tenant's right, title and interest in and to any warranties or guaranties pertaining to the roof, the foundation and/or the exterior walls of the Building.

(c) Landlord may, but is not required to, after one business (1) day notice to Tenant (except in the case of emergency, in which case no notice to Tenant shall be necessary), enter the

Premises and make such repairs, alterations, improvements, additions, replacements or maintenance as Landlord deems necessary to cure any default of Tenant hereunder, and Tenant shall pay Landlord as Additional Rent forthwith (and in any event within thirty (30) days) after being billed for same by Landlord the cost thereof plus an administrative fee of three percent (3%) of such cost, which bill shall be accompanied by reasonably supporting documentation. Such amounts shall bear interest at the Overdue Rate from the date of expenditure by Landlord to the date of repayment by Tenant at the Overdue Rate.

(d) Except as expressly provided in paragraph 9(b) hereof with respect to the period prior to the Premises Conversion Date, and except as expressly provided in paragraphs 9(b), 10 and 14 hereof with respect to the period from and after the Premises Conversion Date, it is intended by Tenant and Landlord that Landlord shall have no obligation, in any manner whatsoever, to build any improvements on the Premises, to maintain or make any repairs, replacements, alterations or renewals of any nature or description to the Premises (or any equipment therein), whether structural or nonstructural, all of which obligations are intended, as between Landlord and Tenant, to be those of Tenant. Tenant expressly waives the benefit of any statute now or in the future in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

(e) Tenant shall maintain at the Premises, and turn over to Landlord upon the Premises Conversion Date or the sooner termination of this Lease, then current operating manuals and original warranties (to the extent applicable) for the equipment then located on the Premises.

(f) From and after the Premises Conversion Date, Tenant shall perform at its sole expense all maintenance and repairs to portions of the Campus (including the Building) outside the Premises to the extent the need for such maintenance or repair results from the particular manner of use of the Premises or any part in thereof, the performance of any alterations, improvements or additions, or as a result of any act or omission, by Tenant or any of its subtenants or any party claiming by, through or under Tenant or any such subtenants.

10. DESTRUCTION OF OR DAMAGE TO PREMISES

(a) If the Premises are damaged by fire or other Casualty prior to the Premises Conversion Date, then, except as expressly provided in paragraph 10(d), Tenant shall, at its expense, repair such damage and restore the Premises to substantially the same or better condition as existed before the occurrence of such fire or other Casualty using materials of the same or better grade than that of the materials being replaced (herein, a **"Casualty Repair"**) and this Lease shall remain in full force and effect. Such repair and replacement by Tenant shall be done in accordance with paragraph 23 and the standards of paragraph 9 and Tenant shall, at its expense, obtain all permits required for such work. An architect or engineer selected by Landlord shall review, at Tenant's expense, all plans and specifications and all draw requests hereunder.

(b) In no event shall Fixed Rent or Additional Rent abate, nor shall this Lease terminate (except as expressly provided in paragraph 10(d)), by reason of such damage, destruction or other Casualty. With respect to a Casualty occurring prior to the Premises Conversion Date, provided that no Event of Default by Tenant shall then exist under this Lease (and no event has occurred which, with the passage of time, the giving of notice, or both, would

constitute an Event of Default), and provided Tenant has (Tenant hereby covenanting to do so): (i) delivered to Landlord plans and specifications and a budget for such Casualty Repair (all of which Landlord shall have approved), and (ii) deposited with Landlord or the Proceeds Trustee cash in the sum equal to the excess, if any, of the total cost set forth in such approved budget over the amount of net insurance proceeds received on account of such Casualty, then Landlord shall make or shall cause to be made available to Tenant all net insurance proceeds actually received by Landlord on account of such Casualty, for application to the costs of such approved repair and restoration, as set forth below.

(c) For all Casualty Repairs by Tenant with respect to a Casualty occurring prior to the Premises Conversion Date, the following apply:

As used herein the **"Casualty Threshold"** means \$350,000. If the Net Casualty Proceeds in respect of the applicable fire or other Casualty are less than the Casualty Threshold, such Net Casualty Proceeds shall be paid to Tenant to apply to the cost of restoration. If the Net Casualty Proceeds in respect of the applicable fire or other Casualty are equal to or greater than the Casualty Threshold, such Net Casualty Proceeds shall be paid to the Proceeds Trustee (herein, together with amounts required to be deposited with Landlord or the Proceeds Trustee pursuant to paragraph 10(b), called the **"Restoration Fund"**) for release to Tenant as restoration progresses, subject to and in accordance with paragraph 10(b). If Landlord mortgages the Premises with a Mortgage, the Mortgagee hereunder may, at its option be appointed Proceeds Trustee for so long as such Mortgage remains outstanding. Insurance proceeds shall be deposited in an interest bearing account and interest shall be distributed to Tenant upon completion of said installation, repair, replacement or rebuilding, provided no default has occurred and is continuing hereunder. All checks drawn on said account shall be signed by the Proceeds Trustee. Subject to Section 10(b) above, the Restoration Fund shall be disbursed to Tenant by the Proceeds Trustee under the following procedure, as said procedures may be modified to conform to the disbursement procedures set forth in the Mortgage or otherwise as may be reasonably requested by Landlord, Mortgagee and/or the Proceeds Trustee:

(i) Before commencing the Casualty Repair, the architects, general contractor(s), and plans and specifications for the Casualty Repair shall be approved by Landlord and Mortgagee, which approval shall not be unreasonably withheld, conditioned or delayed;

(ii) No more frequently than once per calendar month, Tenant may request that Landlord reimburse Tenant out of the Restoration Fund for costs incurred by Tenant for work in place to repair and restore the damaged portion of the Premises. Tenant's request shall contain a certification by Tenant's general contractor and architect that all work for which reimbursement is requested was performed in compliance with the plans and specifications approved by Landlord pursuant to paragraph 23 and all applicable Legal Requirements, and shall include reasonably satisfactory evidence of the costs incurred by Tenant and unconditional partial (as to the amount received compared to percentage completion) or final lien releases, as applicable, in form and substance required by applicable law executed by all mechanic's, materialmen, laborers, suppliers and contractors who performed any portion of the repair work or supplied materials included in the application;

(iii) At the time of any requested disbursement, no Event of Default (and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default) shall exist and no mechanics' or materialmen's liens shall have been filed and remain undischarged or unbonded;

(iv) Disbursements shall be made from time to time in an amount not exceeding the hard and soft cost of the work and costs incurred since the last disbursement upon receipt of (A) satisfactory evidence, including architects' certificates of the stage of completion, of the estimated costs of completion and of performance of the work to date in a good and workmanlike manner in accordance with the contracts, plans and specifications therefor, (B) partial releases of liens, if the same are obtainable or, if such partial releases are not obtainable, a lien bond or endorsements to Landlord's and Mortgagee's title insurance policies showing no exceptions for mechanics' or materialmen's or any similar liens, and (C) other reasonable evidence of cost and payment so that Landlord can verify that the amounts disbursed from time to time are represented by work that is completed in place or delivered to the site and free and clear of mechanics' lien claims;

(v) Each request for disbursement shall be accompanied by a certificate of Tenant describing the work, materials or other costs or expenses for which payment is requested, stating the cost incurred in connection therewith and stating that Tenant has not previously received payment for such work or expense and the certificate to be delivered by Tenant upon completion of the work shall, in addition, state that the work has been substantially completed and complies with the applicable requirements of this Lease;

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

(vii) The Proceeds Trustee may retain ten percent (10%) of the Restoration Fund until the Casualty Repair is substantially complete;

(viii) At all times the undisbursed balance of the Restoration Fund held by Proceeds Trustee plus any funds contributed thereto by Tenant, at its option, shall be not less than the cost of completing the Casualty Repair, free and clear of all liens; and

(ix) Notwithstanding any contrary provision hereof, if an Event of Default or an event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default has occurred and is continuing, Landlord shall be entitled to retain any portion of the Restoration Fund and to apply the same to either repair the damages or to pay other amounts due Landlord hereunder or Mortgagee under the Mortgage, at Mortgagee's or, if there is then no Mortgagee, Landlord's sole option. No such retention by Landlord shall impose on Landlord any obligation to repair the Premises or relieve Tenant of its obligations to repair the Premises.

(d) If (i) fifty percent (50%) or more of the Premises shall have been substantially damaged or destroyed by a Casualty, (ii) Tenant determines that such Casualty has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business and (iii) the Casualty occurs during the last Lease Year of the then unexpired Term for Space 1, then Tenant, shall have the right to terminate this Lease by giving notice to Landlord of Tenant's election to do so within ninety (90) days after the date of such Casualty notice, together with an assignment to Lender and Mortgagee, as their interests may appear, of all of Tenant's right, title and interest in any insurance proceeds recovered or recoverable in respect of the Casualty, together with payment of the amounts of any applicable deductible, whereupon this Lease shall terminate thirty (30) days after the date of such notice (the "**Casualty Termination Date**"), except for any obligations or liabilities which have accrued prior to the Casualty Termination Date or that survive the expiration or termination of this Lease.

(e) If, at any time from and after the Premises Conversion Date, the Premises or the Building shall have been substantially damaged or destroyed by Casualty (the term "substantially damaged" meaning, for purposes of this paragraph 10(e) only, damage of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within sixty (60) days from the time that repair work would commence), then Landlord shall have the right to terminate this Lease by giving notice of Landlord's election so to do within ninety (90) days after the occurrence of such Casualty, whereupon this Lease shall terminate thirty (30) days after the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof. If this Lease shall not be terminated pursuant to this paragraph 10(d) or 10(e) above, Landlord shall thereafter use due diligence to restore the Building (excluding any alterations made by Tenant pursuant to this paragraph 10(e) and any Tenant's Trade Fixtures) to proper condition for Tenant's use and occupation (subject to any Legal Requirements), provided that Landlord's obligation shall be limited to the amount of insurance proceeds available therefor. If, for any reason, such restoration shall not be substantially completed within six (6) months after the expiration of the 90-day period referred to above in this paragraph 10(e) (which six-month period shall be extended for such periods of time as Landlord is prevented from proceeding with or completing such restoration for any cause beyond Landlord's reasonable control), Tenant shall have the right to terminate this Lease by giving notice to Landlord thereof within thirty (30) days after the expiration of such period (as so extended) provided that such restoration is not substantially completed within such period. This Lease shall cease and come to an end without further liability or obligation on the part of either party thirty (30) days after such giving of notice by Tenant (except for any obligations or liabilities which have accrued prior to such termination date or that survive the expiration or termination of this Lease) unless, within such 30-day period, Landlord substantially completes such restoration. Such right of termination shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure so to complete such restoration, and time shall be of the essence with respect thereto.

11. INSURANCE, HOLD HARMLESS AND INDEMNIFICATION

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

Tenant waives all claims against Landlord arising from any liability described in this paragraph 11(a).

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

(c) Tenant shall, at all times and during the Term of this Lease and at Tenant's sole cost and expense, obtain and keep in force comprehensive commercial general liability insurance, including contractual liability, fire, legal liability, and premises operations, all on an "occurrence" policy form, with a minimum combined single limit in the amount of Twenty Five Million Dollars (\$25,000,000) per occurrence for bodily or personal injury to, illness of, or death of persons and damage to property occurring in, on or about the Premises, and such insurance shall name the Landlord, any Mortgagee, and any other parties reasonably designated by Landlord as additional insureds as their interests may appear. Tenant shall, at Tenant's sole cost and expense, be responsible for insuring Tenant's furniture, equipment, fixtures, computers, office machines and personal property (including, without limitation, Tenant's Trade Fixtures) at the full replacement cost thereof.

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

(e) Tenant shall, at all times during the Term of this Lease, at Tenant's sole cost and expense, obtain and keep in force (a) with respect to the period prior to the Premises Conversion Date, insurance against loss (including earthquake and flood) or damage to the Premises by fire and all other risks of physical loss (including earthquake and flood) covered by insurance of the type now known as "all risk," in an amount not less than the full replacement cost of the Premises (without deduction for depreciation), including the cost of debris removal and such endorsements as Landlord may reasonably require; (b) with respect to the period prior to the Premises Conversion Date, if the Premises contains a boiler, boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, ventilation and air conditioning equipment, and elevator and escalator equipment, and insurance against loss of occupancy or use arising from any breakdown of any such items, in such amounts as Landlord may reasonably determine; (c) with respect to the period prior to the Premises Conversion Date, business interruption insurance insuring that the Fixed Rent will be paid to Landlord for the

duration of the interruption if the Premises are destroyed or rendered untenantable by any cause insured against (it being understood that the existence of such insurance does not reduce Tenant's obligation to pay Fixed Rent without diminution as provided in this Lease); and (d) insurance in amounts and against such other risks as Landlord or Mortgagee may reasonably require and against such risks as are customarily insured against by operators of similar properties. In addition, during any period when any demolition or construction on the Land by Tenant (or any Person claiming by or through Tenant) is underway, Tenant shall maintain (or cause its general contractor to maintain for the benefit of Tenant, Landlord, and Mortgagee) the following insurance: (i) completed value builders risk insurance for the Premises, including all building materials thereon, covering loss or damage from fire, lightning, extended coverage periods, sprinkler, leakage, vandalism, malicious mischief and perils insured in an amount not less than the cost, as reasonably estimated by Landlord, of the construction of the Improvements or alterations thereto, and (ii) cause the contractor performing the work to maintain worker's compensation insurance covering the full statutory liability as an employer of the contractor performing the work of such construction or alterations. Upon Landlord's request, Tenant shall obtain contingent property/direct terrorism insurance coverage for the Premises with respect to the period prior to the Premises Conversion Date, in such amounts, with such deductibles and on such terms as Landlord or Mortgagee requires, and the costs of such contingent property/direct terrorism insurance shall be borne equally by Landlord and Tenant.

(f) All insurance required to be maintained by Tenant under this paragraph 11 and all renewals thereof shall be issued by good and responsible companies qualified to do and doing business in the state of where the Premises are located (or in the case of workers compensation in the applicable state) and having an S&P claims paying ability rating of at least "AA" at the time of policy inception and each annual renewal thereof or be otherwise acceptable to Landlord. Any insurance company selected by Tenant which is rated in Best's Key Rating Guide or any successor thereto (or if there be none, an organization having a similar national reputation) shall have a general policyholder rating of "A" and a financial rating of at least 10 in Best's Key Rating Guide at the time of policy inception and each annual renewal thereof or be otherwise acceptable to Landlord. All deductible amounts shall not exceed \$250,000 under each such insurance policy. Each policy to be maintained by Tenant under subpart (e) of this paragraph 11 shall expressly provide that the policy shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and its Mortgagee and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and its Mortgagee and such period of thirty (30) days shall have expired. All insurance under subparts (c) and (e) of this paragraph 11 to be maintained by Tenant shall designate Landlord, Mortgagee (as designated by Landlord), and any other parties having an insurable interest in the Premises or this Lease and designated by Landlord as an additional insured and/or, in the case of any property insurance required to be maintained by Tenant hereunder, loss payee, shall be primary and noncontributing with any insurance which may be carried by Landlord, and shall afford coverage for all insured claims based on any insured act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period. The insurance policy required under subpart (e) shall expressly provide that Landlord, although named as a loss payee, shall nevertheless be entitled to recover under the policy for any covered loss, injury or damage suffered by Landlord. For the avoidance of doubt, all property insurance proceeds except for those allocable to Tenant's Trade Fixtures under this Lease shall be paid

directly to Landlord or Mortgagee and applied in accordance with Section 10 above. Each insurance policy referred to herein shall, to the extent applicable, contain standard non-contributory mortgagee clauses in favor of Mortgagee. Tenant may carry such insurance under “blanket” policies, provided such policies provide the same coverage as required herein. Upon the issuance or renewal of each insurance policy to be maintained by Tenant hereunder and upon request of Landlord (but in no event less frequently than once each year), Tenant shall deliver to Landlord certificates of insurance evidencing the existence of such policies. If Tenant should fail to carry the insurance required by this paragraph 11 and shall fail to cure such default within two (2) Business Days following delivery of Landlord’s notice of default to Tenant (provided that no such notice shall be required and no grace period shall apply if insurance coverage is at risk of lapsing imminently), (a) Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them and all premiums paid by Landlord shall be payable by Tenant as Additional Rent on demand and (b) Tenant shall pay to Landlord, immediately upon demand all costs incurred by Landlord to obtain and maintain in effect the policies of insurance required under this paragraph 11.

(g) Tenant waives on behalf of all insurers under all policies of property, liability and other insurance (excluding workers’ compensation) now or hereafter carried by Tenant insuring or covering the Premises, or any portion or any contents thereof, or any operation therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Landlord waives on behalf of all insurers under all policies of property, liability and other insurance (excluding workers’ compensation) now or hereafter carried by Landlord insuring or covering the Premises or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Landlord against Tenant. With respect to claims that Tenant may have against Landlord for fire or casualty damage to any or all of the Premises, property on the Premises, the Building, or other property in the Campus (including business interruption caused thereby), which claims are covered by insurance payable to and protecting Tenant, or would have been so covered had Tenant obtained the insurance required under this Lease, Tenant hereby waives all claims to the extent of the insurance coverage to which Tenant is entitled or that should have been entitled as aforesaid. The foregoing waiver shall apply to claims for damage whether such damage is caused wholly or partially by Landlord or its agents, employees, tenants, subtenants, licensees, or assignees. Prior to the Premises Conversion Date, Tenant shall have the right to adjust losses under all policies of property insurance required by this Lease (unless an Event of Default exists) and Landlord shall have the right to participate in such process. If Tenant fails to adjust losses in a diligent manner or an Event of Default exists, Landlord may assume sole control of the adjustment process, but only with respect to Landlord’s and its Mortgagee’s insurable interest.

(h) Upon the occurrence of an Event of Default, Tenant, upon request, shall pay to Landlord (or its Mortgagee, if so requested by Landlord) on the first day of each calendar month an amount equal to one twelfth (1/12) of the premiums for the insurance required by this paragraph 11, as reasonably estimated by Landlord on the basis of bills and estimates thereof. If such premium payments shall have been made by Tenant, such amounts shall be held by Landlord or Mortgagee, without interest, and shall not be deemed to be trust funds and may be commingled with the general funds of Landlord or Mortgagee. Landlord shall apply such amounts to the payment of the insurance premiums with respect to which such amounts were

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paid, subject to any rights of Mortgagee thereto. If at any time the amount on deposit pursuant to this paragraph 11(h) shall be less than the amount deemed necessary by Landlord to pay such premiums as they become due, Tenant shall pay to Landlord the amount necessary to make the deficiency within five (5) days after notice from Landlord requesting payment thereof. Upon the expiration or termination of the term of this Lease (other than as a result of an Event of Default), Landlord shall promptly refund, and cause its Mortgagee to refund, to Tenant any amount held by Landlord pursuant to this paragraph.

(i) During the Term the risk of loss of or decrease in the enjoyment and beneficial use of the Premises as a result of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise is assumed by Tenant, and Landlord shall in no event be answerable or accountable therefor, except as expressly provided in paragraph 10(e) of this Lease.

12. COMPLIANCE WITH LAWS; COVENANTS; LANDLORD SELF HELP

Tenant shall throughout the Term, at its sole cost and expense, promptly comply or cause compliance with or remove or cure any violation of any and all present and future laws including the Americans with Disabilities Act of 1990 and Environmental Laws (as hereafter defined), as the same may be amended from time to time, ordinances (zoning or otherwise), orders, rules, regulations and requirements of all Federal, State, municipal and other governmental bodies having jurisdiction over the Premises or Tenant and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Premises or Tenant (collectively, “**Legal Requirements**”), or any portion thereof, or (with respect to the period prior to the Premises Conversion Date) the sidewalks, curbs, roadways, alleys or entrances adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use of the Premises, or (with respect to the period prior to the Premises Conversion Date) such adjacent or appurtenant facilities, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby shall have been foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change in governmental policy, or require structural or extraordinary repairs, alterations or additions by Tenant and irrespective of the amount of the costs thereof. Tenant, at its sole cost and expense, shall comply with all agreements, contracts, easements, restrictions, reservations or covenants (including, without limitation, the Permitted Encumbrances) running with the land or hereafter created by Tenant or consented to, in writing, by Tenant or requested, in writing, by Tenant. Tenant shall also comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Premises and required to be obtained and maintained by Tenant under the terms of paragraph 11 hereof and shall comply with all development permits issued by governmental authorities issued in connection with development of the Premises. Tenant shall procure, maintain and comply with all licenses, permits, orders, approvals, consents and other authorizations required for the construction, use, maintenance and operation of the Premises and, prior to the Premises Conversion Date, for the use, operation, maintenance, repair and restoration of the Improvements. From and after the Premises Conversion Date, Tenant shall comply with all Legal Requirements applicable to portions of the Campus (including the Building) outside the

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Premises to the extent the need for such compliance results from the particular manner of use of the Premises or any part in thereof, the performance of any alterations, improvements or additions, or as a result of any act or omission, by Tenant or any of its subtenants or any party claiming by, through or under Tenant or any such subtenants.

If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of paragraphs 6 or 26, or to take out, pay for, maintain and deliver any of the insurance policies or certificates of insurance provided for in paragraph 11, or shall fail to make any other payment or perform any other act on its part to be made or performed hereunder, then Landlord, after two (2) Business Days prior written notice to Tenant (or without notice in situations where Landlord determines that delay is likely to cause immediate harm to Landlord's interest in the Premises, including, without limitation, any potential lapse of insurance), and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may, but shall be under no obligation to do so,

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

(ii) make any other payment or perform any other act on Tenant's part to be paid or performed hereunder which Tenant shall not have performed within the time required thereof.

Landlord may enter upon the Premises or other portions at the Campus for any such cure purpose set forth in this paragraph 12 and take all such action in or on the Premises or other portions at the Campus as may be necessary thereof pursuant to this paragraph 12. All sums, actually so paid by Landlord and all costs and expenses, including attorney's fees, incurred by Landlord in connection with the performance of any such act, together with interest thereon at the Overdue Rate and an administrative fee equal to five percent (5%) of all such costs and expenses, shall be paid by Tenant to Landlord on demand. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant, and which would have been payable upon such insurance, but Landlord shall also be entitled to recover, as damages for such breach, the uninsured amount of any loss, damages, costs and expenses of suit, including reasonable attorney's fees, suffered or incurred by reason of damage to or destruction of the Premises, or any portion thereof or other damage or loss which Tenant is required to insure against hereunder, occurring during any period when Tenant shall have failed or neglected to provide insurance as aforesaid.

13. PARTIAL TAKING

(a) This Section 13(a) shall apply solely with respect to a taking of less than substantially all of the Premises prior to the Premises Conversion Date. If less than substantially all of the Premises shall be taken prior to the Premises Conversion Date for public or quasi-public purposes, Tenant will promptly, at its sole cost and expense, restore, repair, replace or rebuild the improvements so taken in conformity with the requirements of paragraph 9 as nearly as practicable to the condition, size, quality of workmanship and market value thereof immediately prior to such taking, without regard to the adequacy of any condemnation award for such purpose. There shall be no abatement of Rent during such period of restoration. In performing its obligations, Tenant shall be entitled to all condemnation proceeds available to Landlord under

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the same terms and conditions for disbursement set forth for Casualty proceeds in paragraph 10 hereof, including such proceeds being made available by Mortgagee. Tenant shall, at its sole cost and expense, negotiate and, if necessary, litigate, the amount of the award, and Landlord shall have the right to participate in such process, and if Tenant fails to diligently prosecute such efforts or if an Event of Default exists, Landlord may take control of the process. Any condemnation proceeds in excess of the amounts as are made available to Tenant for restoration or repair of the Premises, shall be the sole and exclusive property of Landlord. So long as no Event of Default exists, Tenant shall have the right to participate in condemnation proceedings with Landlord, and shall be entitled to receive any award made by the condemning authority in respect of business loss or, if available, business relocation and any other claim permitted by law, which does not, in any such case, diminish Landlord's recovery.

(b) If less than substantially all of the Premises shall be taken from and after the Conversion Date for public or quasi-public purposes, paragraph 14(b) shall apply.

14. SUBSTANTIAL TAKING

(a) If all or substantially all of the Premises shall be taken for public or quasi-public purposes, and if Tenant determines that such event has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business, then Tenant, in lieu of rebuilding as contemplated by paragraph 13(a) with respect to such a taking prior to the Premises Conversion Date, shall, not later than ninety (90) days after such occurrence (including a final determination of the condemnation award associated therewith), deliver to Landlord (i) notice of its intention to terminate this Lease on a date occurring not more than 180 days nor less than 90 days after such notice (the "**Termination Date**"), (ii) a certificate by the president or a vice president of Tenant describing the event giving rise to such termination, stating that such event has rendered the Premises unavailable for use or unsuitable for restoration for continued use and occupancy in Tenant's business and that such termination will not violate any operating agreement or covenant then in effect, and (iii) an assignment to Lender and Mortgagee, as their interests may appear, of all of Tenant's right, title and interest (if any) in any condemnation proceedings for the taking of the Premises; provided, however, that Tenant shall retain all of its right, title and interest, if any, under applicable law, for the taking of Tenant's Trade Fixtures, business relocation and business loss, so long as the same do not diminish the amount of any condemnation proceeds payable to or recoverable by Landlord or Mortgagee. Upon delivery of such notice, this Lease shall terminate on the Termination Date, except for any obligations or liabilities which have accrued prior to the Termination Date or that survive the expiration or termination of this Lease.

(b) If, at any time from and after the Premises Conversion Date, any part of the Building is taken for public or quasi-public purposes, then Landlord shall have the right to terminate this Lease (even if Landlord's entire interest in the Premises may have been divested) by giving notice of Landlord's election so to do within ninety (90) days after the effective date of such taking, whereupon this Lease shall terminate thirty (30) days after the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof. If this Lease shall not be terminated pursuant to paragraph 14(a) or this paragraph 14(b), Landlord shall thereafter use due diligence to restore the Building (excluding any alterations made by Tenant and any Tenant's Trade Fixtures) to the extent necessary to allow for

Tenant's use and occupation (to the extent practicable), provided that Landlord's obligation shall be limited to the amount of the condemnation award available therefor. If, for any reason, such restoration shall not be substantially completed within six (6) months after the expiration of the 90-day period referred to above in this paragraph 14(b) (which six-month period may be extended for such periods of time as Landlord is prevented from proceeding with or completing such restoration for any cause beyond Landlord's reasonable control), Tenant shall have the right to terminate this Lease by giving notice to Landlord thereof within thirty (30) days after the expiration of such period (as so extended) provided that such restoration is not completed within such period. This Lease shall cease and come to an end without further liability or obligation on the part of either party thirty (30) days after such giving of notice by Tenant (except for any obligations or liabilities which have accrued prior to such termination date or that survive the expiration or termination of this Lease) unless, within such 30-day period, Landlord substantially completes such restoration. Such right of termination shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure so to complete such restoration, and time shall be of the essence with respect thereto. Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage or destruction, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign to Landlord, all rights to such damages or compensation, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, and Tenant hereby irrevocably appoints Landlord its attorney-in-fact to execute and deliver in Tenant's name all such assignments and assurances; provided, however, that Tenant shall retain all of its right, title and interest, if any, under applicable law, for the taking of Tenant's Trade Fixtures, business relocation and business loss, so long as the same do not diminish the amount of any condemnation proceeds payable to or recoverable by Landlord or Mortgagee.

15. DEFAULT; EVENTS OF DEFAULT

The occurrence of any one or more of the following events ("**Event of Default**") shall constitute a breach of this Lease by Tenant:

- (a) Tenant fails to pay any Fixed Rent as and when such Fixed Rent becomes due, and such failure continues for five (5) days after written notice thereof, provided that if Tenant is more than five (5) days late in the payment of Fixed Rent in any twelve (12) consecutive month period, only one notice need be given by Landlord during such 12 month period and any subsequent failure to pay Fixed Rent on or before its due date within such twelve (12) consecutive months shall constitute an Event of Default after five (5) days without notice; or
 - (b) Tenant fails to pay any Additional Rent as and when such Additional Rent becomes due and payable and such failure continues for more than five (5) days after written notice thereof, provided that if Tenant is more than five (5) days late in the payment of Additional Rent in any twelve (12) consecutive month period, only one notice need be given by Landlord during such 12 month period and any subsequent failure to pay Additional Rent on or before its due date within such twelve (12) consecutive months shall constitute an Event of Default after five (5) days without notice; or
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- (c) A default occurs under paragraph 25 (subletting/assignment) or under paragraph 21 (mechanics' liens); or
 - (d) Tenant fails to perform or breaches any agreement or covenant of this Lease not separately covered in this paragraph 15 to be performed or observed by Tenant as and when performance or observance is due and such failure or breach continues for more than thirty (30) days after Landlord's giving written notice thereof to Tenant; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of thirty (30) days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach within a reasonable time not to exceed one hundred twenty (120) days; or
 - (e) Tenant (i) files, or consents by answer or otherwise to the filing against Tenant of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (ii) makes an assignment for the benefit of Tenant's creditors, (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property, (iv) takes action for the purpose of any of the foregoing, (v) admits in writing its inability to pay its debts generally as they mature, or (vi) is no longer solvent or is unable to pay its debts generally as they mature; or
 - (f) proceedings for the appointment of a receiver, trustee, liquidator or custodian of Tenant or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Tenant or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement; or
 - (g) Any event occurs which is specifically stated to be an Event of Default under this Lease; or
 - (h) An event of default shall occur under any loan agreement or indenture of Tenant or its subsidiaries securing an amount in excess of \$10,000,000 and which event of default gives the lenders under such loan agreement or indenture the right to accelerate the debt secured thereby; or
 - (i) Any representation or warranty of Tenant contained in this Lease delivered to Landlord shall have been materially and adversely false as of the date it was made; or
 - (j) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within forty-five (45) days; or
 - (k) Tenant shall abandon all or a material portion the Premises for ninety (90) days and shall be in default in the performance of any material provision of this Lease or any Related Lease at any time during such ninety (90) day period; or

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- (l) Any judgment or order for the payment of money in excess of \$10,000,000 shall be rendered against Tenant or its subsidiaries and not paid within thirty (30) days after the right to appeal shall have expired; or
- (m) Tenant fails to pay any insurance premiums when due or otherwise fails to continuously maintain all insurance required to be maintained by Tenant in accordance with the terms and conditions of this Lease; or
- (n) An "Event of Default" shall occur and be continuing under, and as defined in, any Related Lease.

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

16. REMEDIES

(a) Upon the occurrence of an Event of Default, Landlord shall, in addition to, and not in derogation of any remedies for any preceding breach, with or without notice of demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Event of Default have all of the following remedies available:

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

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

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

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(y) The worth at the time of determination of the amount of all unpaid Rent for the balance of the then-Term of this Lease after the time of termination reduced only to the extent of net rental proceeds actually received from any subsequent replacement tenant(s) for any portion of the Premises; provided, however, except to the extent any state statutes or common law applicable to the Premises requires Landlord to mitigate its damages arising from an Event of Default by Tenant under this Lease, from and after any such Event of Default, Landlord shall have no duty to mitigate its damages by re-letting, or attempting to re-let, any portion of the Premises to any replacement tenant(s); and

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

(iii) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of such termination is given by Landlord to Tenant. Landlord shall have unrestricted rights of entry for such purposes following an Event of Default. Landlord shall be entitled to an administrative fee of five percent (5%) of all amounts expended under this paragraph 16.

(b) All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of Fixed Rent or Additional Rent. If Tenant fails to pay any sum of money to be paid by Tenant or to perform any other act to be performed by Tenant under this Lease as and when due or required to be performed (and fails to cure such non-performance within any applicable notice or grace period, if any, expressly provided for in paragraph 12 of this Lease), Landlord shall have the right, but shall not be obligated, and without waiving or releasing Tenant from any obligations of Tenant, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all incidental costs shall be deemed Additional Rent hereunder and shall be payable by Tenant to Landlord on demand, together with interest on all such sums from the date of expenditure by Landlord to the date of repayment by Tenant at the Overdue Rate. Landlord shall have, in addition to all other rights and remedies of Landlord, the same rights and remedies in the event of the nonpayment of such sums (plus interest at the Overdue Rate) by Tenant as in the case of default by Tenant in the payment of Rent.

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(c) If Tenant abandons or surrenders the Premises, or any portion thereof, or an Event of Default by Tenant pursuant to paragraph 15(k) above shall have occurred, or Tenant is dispossessed by process of law or otherwise, any movable furniture, equipment, trade fixtures or personal property

(including Tenant's Trade Fixtures) belonging to Tenant and left in the Premises, or any portion thereof, shall be deemed to be abandoned, at the option of Landlord, and Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner. If Tenant abandons the Premises, or any portion thereof, Landlord shall have the right, but not the obligation, to sublet the Premises, or any portion thereof, on reasonable terms for the account of Tenant, and Tenant shall be liable for all costs of such subletting, including the cost of preparing the Premises, or any portion thereof, for subtenants and leasing commissions paid to brokers.

(d) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing under applicable law or in equity.

17. SUBORDINATION

(a) Subordination, Non-Disturbance. Tenant agrees at any time hereafter, and from time to time within ten (10) days of written request of Landlord, to execute and deliver to Landlord at Landlord's election either (1) an instrument in the form customarily used by any institutional investor becoming a Mortgagee or (2) a subordination, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit D (in either such case, such instrument, release, document, or agreement is herein called the "**Subordination, Non-Disturbance and Attornment Agreement**"), in either case subjecting and subordinating this Lease to the lien of any Mortgage, which at any time may be placed upon the Premises, or any portion thereof, by Landlord, and to any replacements, renewals, amendments, consolidations, modifications, extensions or refinancing thereof. It is agreed, nevertheless, that so long as there exists no default of Tenant, such Subordination, Non-Disturbance and Attornment Agreement shall not interfere with, hinder or reduce Tenant's right to quiet enjoyment under this Lease, nor the right of Tenant to continue to occupy the Premises, and all portions thereof, and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease.

(b) Mortgagee Protection Clause. In the event of any act or omission of Landlord constituting a default by Landlord, Tenant shall not exercise any remedy until Tenant has given Landlord and any Mortgagee of the Premises written notice of such act or omission, and until a reasonable period of time (not less than thirty (30) days) to allow Landlord or the Mortgagee to remedy such act or omission shall have elapsed following receipt of such notice. However, if such act or omission cannot, with due diligence and in good faith, be remedied within such period or cannot be cured simply by the payment of money, the Landlord and the Mortgagee shall be allowed such further period of time as may be reasonably necessary provided that it commences remedying the same with due diligence and in good faith and thereafter diligently prosecutes such cure. Nothing herein contained shall be construed or interpreted as requiring any Mortgagee receiving such notice to remedy such act or omission.

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(c) Attornment. If any Mortgagee shall succeed to the rights of Landlord under this Lease or to ownership of the Premises, whether through possession or foreclosure or the delivery of a deed to the Premises in lieu of foreclosure, then, except as otherwise provided in the applicable Subordination, Non-Disturbance and Attornment Agreement between Tenant and Mortgagee, and so long as Tenant is not in default under this Lease, such Mortgagee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date such Mortgagee acquired title to the Premises, and Tenant shall attorn to and recognize such Mortgagee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such Mortgagee may reasonably request to evidence such attornment (whether before or after the making of the Mortgage); provided, however, Mortgagee shall not be (a) liable for any previous act or omission of any prior landlord (including the Landlord); (b) subject to any credit, offset, claim, counterclaim, demand or defense which Tenant may have against any prior landlord (including the Landlord), (c) bound by any previous payment of more than one month's Rent; (d) bound by any previous modification of the Lease or any consent to any assignment or sublet (made without Mortgagee's written consent); (e) bound by any covenant of Landlord to undertake or complete any construction of the Premises or any portion thereof, or (f) bound by or responsible for any security deposit, tax, insurance, or other prepaid or escrowed sums not actually received by Mortgagee. In the event of any other transfer of Landlord's interest hereunder, such transferee shall automatically be deemed to have recognized this Lease and to assume the obligations of Landlord hereunder accruing on and after the date of such transfer, Tenant shall attorn to and recognize such transferee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such transferee and Landlord may reasonably request to evidence such attornment.

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

18. LANDLORD'S RIGHT OF ENTRY

Landlord, Mortgagee, and their respective designees, shall have the right to enter the Premises at any time during normal business hours and any part of the Premises on one (1) Business Day's advance notice and to inspect the same, post notices of non-responsibility, monitor construction, perform appraisals, perform environmental site assessments and engineering studies, perform maintenance and repairs, and exhibit the Premises to prospective purchasers and mortgagees, and examine Tenant's books and records pertaining to the Premises, insurance policies, certificates of occupancy and other documents, records and permits in Tenant's possession with respect to the Premises; provided, however, that in connection with such entry, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises, shall observe all reasonable security and safety rules and regulations of Tenant and shall preserve the confidentiality of any non-public, confidential information obtained during such entry in the same manner reasonably employed for the protection of its own non-public, confidential information, except to the extent disclosure is required by applicable Legal Requirements.

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19. NOTICES

Notices, statements, demands, or other communications required or permitted to be given, rendered or made by either party to the other pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, when received by overnight delivery or overnight courier delivery (or, if such

delivery is refused, upon the date that delivery would have occurred but for such refusal) or facsimile transmission (with electronic confirmation thereof) with a confirmation copy of the entire original transmittal sent by overnight delivery or by overnight courier delivery addressed to the other parties as follows:

To Landlord:

Cushman & Wakefield Net Lease Trust, Inc.

51 West 52nd Street, 9th Floor

New York, NY 10019

Attention: David H. Wenk

Tel: (212) 841-7850

Fax: (212) 698-2514

With a copy to:

James L. Black, Jr.

Bingham McCutchen LLP

150 Federal Street

Boston, MA 02110

Tel: (617) 951-8754

Fax: (617) 951-8736

To Tenant:

Quantum Corporation

Attention: Director, Real Estate and Facilities

10125 Federal Drive

Colorado Springs, CO 80908

Tel.: (719) 536-5000

Fax: (719) 536-5945

With a copy to:

Quantum Corporation

Attention: General Counsel

1650 Technology Drive, Suite 800

San Jose, CA 95110

Tel.: (408) 944-4000

Fax: (408) 944-6581

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

20. ESTOPPEL CERTIFICATE; FINANCIAL DATA

(a) At any time and from time to time, each party shall, within ten business (10) days after written request, execute, acknowledge and deliver to the other party a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date and the Lease Expiration Date determined in accordance with paragraph 4 and the Basic Lease Information, and the date, if any, to which all Rent and other sums payable hereunder have been paid; (c) the amount of Fixed Rent currently payable monthly, (d) that, to the best of such party's knowledge, Tenant is not in default under this Lease, except as to defaults specified in such certificate; (e) that, to the best of such party's knowledge, Landlord is not in default under this Lease, except as to defaults specified in such certificate; (f) that, to the best of such party's knowledge, Tenant has no claim or defense against Landlord or offset rights with respect to Rent, except as specified in such certificate and (g) such other matters as may be reasonably requested by the requesting party or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by the recipient and any actual or prospective purchaser or mortgage lender of the Premises or any part thereof.

(b) Tenant shall deliver to Landlord and to any Mortgagee, Lender, or purchaser designated by Landlord the following information within ninety (90) days after the end of each fiscal year of Tenant or such longer period as may be permitted by any nationally recognized stock exchange upon which Tenant's capital stock is listed: an audited balance sheet of Tenant and its consolidated subsidiaries as at the end of such year, an audited statement of

profits and losses of Tenant its consolidated subsidiaries for such year, and an audited statement of cash flows of Tenant its consolidated subsidiaries for such year, setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope and certified by independent certified public accountants of recognized national standing selected by Tenant; and within forty-five (45) days or such longer period as may be permitted by any nationally recognized stock exchange upon which Tenant's stock is listed after the end of each of the first three fiscal quarters of Tenant a balance sheet of Tenant and its consolidated subsidiaries as at the end of such quarter, statements of profits and losses of Tenant and its consolidated subsidiaries for such quarter and a statement of cash flows of Tenant and its consolidated subsidiaries for such quarter, setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year (or in the case of an interim balance sheet, to the end of the prior year), in reasonable detail and scope, and certified to be complete and accurate by a financial officer of Tenant having knowledge thereof; the foregoing financial statements all being prepared in accordance with generally accepted accounting principles, consistently applied. If and so long as Tenant is a reporting company under the Securities and Exchange Act of 1934, as amended, the foregoing requirements of this paragraph 20(b) will be satisfied as long as Tenant's Forms 10-K, 10-Q and annual reports filed with the Securities and Exchange Commission are accessible on Tenant's website or otherwise publicly

available to Landlord. Together with the annual financial statements described above, Tenant shall deliver to Landlord an annual operating expense statements for the Premises in detail reasonably satisfactory to Landlord and certified to be complete and accurate by an officer of Tenant.

(c) Upon ten (10) days' prior notice, Tenant will permit Landlord and its professional representatives to visit Tenant's offices, and discuss Tenant's affairs and finances with appropriate officers, and will make available such information as Landlord may reasonably request bearing on the Tenant, the Premises or this Lease as Tenant may maintain in the ordinary course of business, provided that so long as Tenant's securities are publicly held, Landlord shall agree to maintain the confidentiality of any information designated by Tenant as "nonpublic", except to the extent disclosure is required by applicable Legal Requirements.

(d) Neither Landlord nor Tenant shall disclose any of the terms and provisions of this Lease to the general public or any governmental authority, agency or political subdivision thereof, except to the extent that such disclosure is required by applicable law, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

21. MECHANICS' LIENS

(a) Except for liens created through the act of Landlord, Tenant shall not suffer or permit any mechanic's lien or other lien to be filed or recorded against the Premises, equipment or materials supplied or claimed to have been supplied to the Premises at the request of Tenant, or anyone holding the Premises, or any portion thereof, through or under Tenant. If any such mechanic's lien or other lien shall at any time be filed or recorded against the Premises, or any portion thereof, Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing or recording of the same. However, in the event Tenant desires to contest the validity of any lien it shall (i) on or before fifteen (15) days prior to the due date thereof (but in no event later than thirty (30) days after the filing or recording thereof), notify Landlord, in writing, that Tenant intends to so contest same; (ii) on or before the due date thereof, if such lien involves an amount in excess of \$50,000 or if any Mortgagee so requires, deposit with Landlord security (in form and content reasonably satisfactory to Landlord or Mortgagee) for the payment of the full amount of such lien, and from time to time deposit additional security so that, at all times, adequate security will be available for the payment of the full amount of the lien together with all interest, penalties, costs and other charges in respect thereof.

If Tenant complies with the foregoing, and Tenant continues, in good faith, to contest the validity of such lien by appropriate legal proceedings which shall operate to prevent the collection thereof and the sale or forfeiture of the Premises, or any part thereof, to satisfy the same, Tenant shall be under no obligation to pay such lien until such time as the same has been decreed, by court order, to be a valid lien on the Premises. The deposit held by the Landlord may be used to discharge the lien and any surplus deposit retained by Landlord, after the payment of the lien shall be repaid to Tenant. Provided that nonpayment of such lien does not cause Landlord to be in violation of any of its contractual undertakings, Landlord agrees not to pay such lien during the period of Tenant's contest. However, if Landlord pays for the discharge of a lien or any part thereof from funds of Landlord, any amount paid by Landlord, together with all costs, fees and expenses in connection therewith (including attorney's fees of Landlord plus an administration fee equal to three percent (3%) of such costs and expenses), shall be repaid by

Tenant to Landlord on demand by Landlord, together with interest thereon at the Overdue Rate. Tenant shall indemnify and defend Landlord against and save Landlord and the Premises, and any portion thereof, harmless from and against all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including attorney's fees, to the extent resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien (other than any liens resulting solely from the acts of Landlord, unless taken with the consent of Tenant or as a result of a default by Tenant under this Lease) or the attempt by Tenant to discharge same as above provided. No such contest may be prosecuted if it could subject Landlord to any civil liability or the risk of any criminal liability or otherwise adversely affect Landlord, the Premises or the Campus.

(b) ALL MATERIALMEN, CONTRACTORS, ARTISANS, ENGINEERS, MECHANICS, LABORERS AND ANY OTHER PERSON NOW OR HEREAFTER FURNISHING ANY LABOR, SERVICES, MATERIALS, SUPPLIES OR EQUIPMENT TO TENANT WITH RESPECT TO THE PREMISES, OR ANY PORTION THEREOF, ARE HEREBY CHARGED WITH NOTICE THAT THEY MUST LOOK EXCLUSIVELY TO TENANT TO OBTAIN PAYMENT FOR THE SAME. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES, MATERIALS, SUPPLIES, SKILL, MACHINERY, FIXTURES OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO TENANT UPON CREDIT, AND THAT NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE ESTATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, OR ANY PORTION THEREOF.

(c) Tenant shall not create, permit or suffer, and, subject to the provisions of paragraph 21(a) hereof, shall promptly discharge and satisfy of record,

any other lien, encumbrance, charge, security interest, or other right or interest which, as a result of Tenant's action or inaction contrary to the provisions hereof, shall be or become a lien, encumbrance, charge or security interest upon the Premises, or any portion thereof, or the income therefrom, other than Permitted Encumbrances.

22. END OF TERM

(a) Upon the expiration or earlier termination of the Term of this Lease as to all of the Premises or any applicable portion thereof, Tenant shall surrender the Premises (or the applicable portion thereof) to Landlord in good condition and repair as a first class facility suitable for the same use in which the Premises was originally intended as of the Commencement Date except as repaired, rebuilt or altered as required or permitted by this Lease (or, in the case of a termination pursuant to paragraph 10(d), as damaged or destroyed, or, in the case of termination pursuant to paragraph 14, as condemned), with (on the Premises Conversion Date or, if applicable, at the time of any earlier termination of this Lease prior to the Premises Conversion Date) the Equipment and Improvements, including all systems and components thereof, having a useful life of at least five (5) years as reasonably determined by Landlord, and Tenant shall surrender all keys to the Premises (or the applicable portion thereof) to Landlord at the place then fixed for notices to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any. Except as otherwise provided herein, Tenant shall at such time remove all of its property

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(including Tenant's Trade Fixtures) therefrom and all alterations and improvements placed thereon by Tenant and not consented to by Landlord. Tenant shall repair any damage to the Premises caused by such removal, and any and all such property not so removed when required shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant.

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

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

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

23. ALTERATIONS

(a) Tenant may make alterations, additions or improvements to the Premises costing in the aggregate (when aggregated with all prior alterations, additions and improvements made by Tenant during the Term under this Lease and the Related Leases) less than \$500,000 without Landlord's consent only if (i) no Event of Default then exists, (ii) such alterations, additions or improvements will be in compliance with all applicable laws, codes, rules, regulations, ordinances and Permitted Encumbrances, (iii) such alterations, additions or improvements will not reduce the fair market sales or rental value or utility of the Premises in its permitted use, considered as unencumbered by this Lease, (iv) such alterations, additions or improvements will

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not be visible from outside of the Building (or, after the Premises Conversion Date, outside of the Premises) and will not affect in any way the structural, exterior or roof elements of the Premises or mechanical, electrical, plumbing, utility or life safety systems of the Premises or void any warranty or guaranty, or increase any of Landlord's obligations under paragraph 9(b) of this Lease, relating to the roof, the exterior walls, building systems or the structural components of the Building (any alterations which are not in conformity with clauses (i) - (iv) above are herein referred to as "**Prohibited Alterations**"), but Tenant shall give prior written notice of any such alterations, additions or improvements to Landlord. In all other cases, Landlord's prior written consent shall be required which consent shall not be unreasonably withheld, conditioned, or delayed so long as such alterations would not constitute Prohibited Alterations. Notwithstanding the prohibition in clause (iii) above, but subject to the limitations in clauses (i), (ii) and (iv) above, Tenant shall have the right to convert portions of the Building that are then office space to another use permitted under Section 3 of this Lease upon at least fifteen (15) days prior written notice to the Landlord of such desired conversion accompanied by a reasonably descriptive explanation of Tenant's proposed conversion and alteration plans, provided that (i) without limiting the generality of any other provision of this Lease, upon the expiration or earlier termination of the Term, Tenant, at its sole expense, shall restore all converted portions of the Building back to its prior office use condition (and to at least as good condition, quality, utility and repair as existed immediately prior to the such conversion) and shall make all alterations and improvements required in connection with such restoration, (ii) if the cost of such restoration, as reasonably determined by Landlord, would exceed, when aggregated with the cost to restore all prior conversions of office space to other permitted uses by Tenant (or its permitted subtenants) at the Campus under this Lease and the Related Leases, \$100,000, then Tenant shall provide to Landlord an irrevocable,

transferable letter of credit to be maintained for a period ninety (90) days beyond the Term in an amount sufficient in Landlord's reasonable estimation to cover the anticipated cost of the restoration of all converted office space at the end of the Term and otherwise in form and substance and from a financial institution satisfactory to Landlord and (iii) the \$500,000 threshold in the first sentence of Section 23(a) has not been and will not be exceeded by such conversion. All alterations, additions or improvements by Tenant shall be done expeditiously and in a good and workmanlike manner. At Landlord's option, any improvement made without Landlord's consent shall be removed and the area repaired at Tenant's expense upon Landlord's request.

(b) In no event shall Tenant be permitted to install underground storage tanks or fuel systems on the Premises, or any portion thereof.

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

(i) Tenant shall submit to Landlord, for Landlord's written approval, complete plans and specifications for all work to be done by Tenant. Such plans and specifications shall be prepared by the licensed architect(s) and engineer(s) approved in writing by Landlord, shall comply with all applicable Legal Requirements, shall not adversely affect the structural elements of the Premises, shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Premises, and shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion. The architects and engineers listed on Exhibit G hereto are hereby deemed approved by Landlord.

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(ii) Provided that Tenant has notified Landlord in writing at least seven (7) days in advance of the date on which Landlord will be receiving from Tenant complete plans and specifications for the work to be done by Tenant, Landlord shall notify Tenant in writing within fourteen (14) days after its receipt of such plans and specifications whether Landlord approves, approves on condition that Tenant reverse the alteration at Tenant's expense at the termination or expiration of this Lease, or disapproves such plans and specifications. Tenant may submit to Landlord revised plans and specifications for Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed if (a) the work to be done would not, in Landlord's reasonable judgment, adversely affect the value, character, rentability or usefulness of the Premises or any part thereof or otherwise constitute a Prohibited Alteration, or (b) the work to be done shall be required by any Legal Requirement. Tenant shall pay all costs, including the fees and expenses of the licensed architect(s) and engineer(s), in preparing such plans and specifications.

(iii) All changes (other than field changes for which no change order is proposed and which will be reflected in the final "as built" plans) in the plans and specifications approved by Landlord shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed provided that such change would not result in a Prohibited Alteration. If Tenant wishes to make such change in approved plans and specifications, Tenant shall have such architect(s) and engineer(s) prepare plans and specifications for such change and submit them to Landlord for Landlord's written approval, which approval shall not be unreasonably withheld, conditioned or delayed provided that such change would not result in a Prohibited Alteration. Landlord shall notify Tenant in writing promptly whether Landlord approves, approves on condition that Tenant reverse the alteration at Tenant's expense at the termination or expiration of this Lease, or disapproves such change. If the plans and specifications are disapproved by Landlord, Tenant may submit to Landlord revised plans and specifications for such change for Landlord's written approval in accordance with this clause (iii). After Landlord's written approval of such change, such change shall become part of the plans and specifications approved by Landlord. If Landlord's prior written approval, conditional approval or disapproval of such change is not delivered to Tenant within ten (10) Business Days after written request, the absence of a response shall be deemed approval.

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

(v) Tenant shall give written notice to Landlord of the date on which construction of any work in excess of \$25,000 to be done by outside contractors will be commenced at least ten (10) days prior to such date. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for

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the protection of Landlord and the Premises, or any portion thereof, from liens, and to take any other action Landlord deems necessary to remove or discharge Liens at the expense of Tenant.

(vi) All alterations, additions, improvements, and fixtures, whether temporary or permanent in character, made in or to the Premises by Tenant, shall become part of the Premises and Landlord's property, except those that Landlord requires Tenant to remove upon the expiration or earlier termination of the Term. Upon termination or expiration of this Lease, Tenant shall, at Tenant's expense, remove all movable furniture, equipment, trade fixtures, office machines and other personal property (including Tenant's Trade Fixtures) of Tenant from the Premises (but not the Improvements or Equipment, except as required pursuant to the preceding sentence), and replace all of Tenant's security lockset cores with non-Tenant proprietary cores, and repair all damage caused by such removal or replacement. Termination of this Lease shall not affect the obligations of Tenant pursuant to this paragraph 23(c) to be performed after such termination.

24. MEMORANDUM OF LEASE

The parties agree to promptly execute a Memorandum of Lease in recordable form and either of the parties shall have the right, without notice to the other party, to record such Memorandum of Lease at the expense of Tenant.

25. SUBLETTING/ASSIGNMENT

(a) Except as expressly provided otherwise in this Section 25, Tenant shall not, directly or indirectly, without the prior written consent of Landlord and Mortgagee, assign this Lease or any interest herein, or any interest in Tenant. Except as expressly provided otherwise in this Section 25, this Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord and Mortgagee.

For purposes of this paragraph 25(a), the occurrence of a Corporate Control Event, or the public announcement thereof, shall be deemed to be an assignment of this Lease which is prohibited by the preceding paragraph unless each of the following conditions precedent is satisfied (a “**Permitted Transfer**”):

- (i) the successor to or transferee of Tenant (the “**Transferee**”) (x) has a tangible net worth computed in accordance with generally accepted accounting principles consistently applied at least equal to the tangible net worth of Tenant immediately prior to such Corporate Control Event, and
- (y) satisfies the Corporate Control Criteria,
- (ii) proof reasonably satisfactory to Landlord of such required net worth and satisfaction of the Corporate Control Criteria shall have been delivered to Landlord at least twenty (20) days prior to the effective date of any such Corporate Control Event,

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(iii) the Transferee agrees directly with Landlord, by written instrument in form reasonably satisfactory to Landlord, to be bound by all of the obligations and liabilities of Tenant under this Lease,

(iv) in no event shall the originally named Tenant (or the entity into which Tenant is merged or consolidated) be released from its obligations under this Lease,

(v) any such transfer or transaction is for a legitimate, regular business purpose of Tenant and the Transferee other than a transfer of Tenant's interest in this Lease, and

(vi) no Event of Default then exists or will exist immediately after giving effect to such Corporate Control Event.

Additionally, Tenant shall not, directly or indirectly, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed, sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any Person other than Tenant; provided, however that Landlord shall not be required to act reasonably in granting such consent unless all of the following criteria are satisfied:

(i) The business of each proposed subtenant and its use of the Premises shall be consistent with the permitted uses set forth in Section 3 hereof and the other then current uses of the Campus;

(ii) The proposed subtenant is of a character and financial condition, and its business is of such a nature, such as is in keeping with the standards of Landlord and its affiliates in those respects for the Building and the Campus as a whole, taking into consideration the size of the proposed subleased premises and the proposed term of the sublease;

(ii) Neither the proposed subtenant, nor any person or entity who directly or indirectly controls, is controlled by, or is under common control with, the proposed subtenant or any person who controls the proposed subtenant, shall be (A) an occupant of any space in the Campus, or (B) a person or entity which is negotiating (or which has, in the last twelve (12) months, negotiated) with Landlord or any of its affiliates for the rental or any space in the Campus, provided, however, that, in each case, Landlord or Landlord's affiliates has available, or will have available within twelve (12) months from the effective date of the proposed sublease, at the Campus comparable space in size to the space proposed to be sublet (comparable space being defined as plus or minus fifteen percent (15%) of the space proposed to be sublet);

(iii) The sublease will not violate any exclusive rights granted to any other tenant on the Campus;

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(iv) The form of the proposed sublease shall be reasonably satisfactory to Landlord and the proposed subtenant shall enter into a consent agreement reasonably satisfactory to Landlord;

(v) Not later than thirty (30) days prior to the proposed commencement of such sublease, Landlord shall have received information reasonably sufficient to determine compliance with the foregoing conditions (except in the case of (iii) above, Landlord shall have received only the proposed form of sublease and not an execution copy thereof, together with a term sheet of material terms, not later than thirty (30) days prior to the proposed commencement of such sublease, and provided further that the actual executed sublease shall be delivered to Landlord prior to the commencement date without any material change from such form sublease and term sheet); and

(vi) In no event shall Tenant be released from its obligations under this Lease.

Tenant acknowledges that the Landlord's consent to the Tropical Sun Sublease was a one-time special concession to Tenant and such consent shall not establish any precedent as to, or limit or modify in any respect, Landlord's rights to approve all other subleases pursuant to this Lease and the Related Leases in accordance with the express terms hereof and thereof.

Throughout the Term, Tenant covenants to use commercially reasonable efforts to sublease to subtenant(s) satisfying the criteria for permitted subtenant(s) described in this paragraph 25 those portions of Space 1 which are not then occupied by Tenant (or any permitted subtenant) for the conduct of business. Notwithstanding anything to the contrary herein, at no time during the Term may more than four (4) subleases of portions of Space 1 be in effect.

Notwithstanding the foregoing, Tenant may sublease the Premises or any part thereof to, or permit the use or occupancy of the Premises by, any Affiliate of Tenant without Landlord's consent, but upon fifteen (15) days prior written notice to Landlord and so long as the other provisions of this paragraph 25 are satisfied.

Any of the foregoing prohibited acts without such prior written consent of Landlord and Mortgagee, if required, shall be void and shall, at the option of Landlord or Mortgagee, constitute an immediate Event of Default that entitles Landlord to all remedies available at law and pursuant to this Lease. Tenant agrees that the instrument by which any assignment or sublease to which Landlord and Mortgagee consent is accomplished shall expressly provide that any sublessee shall not violate this Lease and that the Landlord shall be entitled to enforce the provisions of the sublease directly against the sublessee in the event of an Event of Default by Tenant under the Lease, and the assignee or subtenant will perform all of the covenants to be performed by Tenant under this Lease (in the case of a partial assignment or a sublease, only insofar as such covenants relate to the portion of the Premises subject to such partial assignment or a sublease) as and when performance is due after the effective date of the assignment or sublease and that Landlord will have the right to enforce such covenants directly against such assignee or subtenant. All subleases shall be subject and subordinate to this Lease, and shall expressly provide that in the event of termination by Landlord of this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease,

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and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (i) liable for any previous act or omission of Tenant under such sublease, (ii) subject to any credit, offset, claim, counterclaim, demand or defense which such subtenant may have against Tenant, (iii) bound by any previous modification of such sublease (made without Landlord's consent) or by any previous prepayment of more than one (1) month's rent, (iv) bound by any covenant of Tenant to undertake or complete any construction of the Premises or any portion thereof, (v) required to account for any security deposit of the subtenant other than any security deposit actually delivered to Landlord by Tenant, and (vi) responsible for any monies owing by Tenant to the credit of the subtenant. No sublease shall be for a term ending later than one day prior to the Lease Expiration Date for the space in question. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void. No assignment, sublease or other relinquishment of possession of the Premises shall in any way discharge or diminish any of Tenant's obligations to Landlord hereunder, and Tenant shall in all cases remain primarily liable (and not liable merely as a guarantor or surety) for the performance by any assignee or subtenant of all such covenants, as if no assignment or sublease had been made.

(b) If Landlord and Mortgagee consent in writing, Tenant may complete the intended assignment or sublease subject to the following conditions: (i) no assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease, in compliance with paragraph 25(a) has been delivered to Landlord and Mortgagee, and (ii) no assignee or subtenant shall have a right further to assign or sublease without the prior written consent of Landlord and Mortgagee which consents may be given or denied in such party's sole discretion, except as expressly provided otherwise herein.

(c) Unless and until expressly released by Landlord and Mortgagee, no assignment (including, without limitation, a Permitted Transfer) or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease (which shall continue as the obligations of a principal and not of a guarantor or surety) or alter the primary liability of Tenant to pay all Rent and to perform all obligations to be paid and performed by Tenant. The acceptance of Rent by Landlord from any other Person shall not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or subleases or amendments or modifications to this Lease with assignees, subtenants or successor of Tenant, without notifying Tenant or any successor of Tenant and without obtaining any consent thereto from Tenant or any successor of Tenant, and such action shall not release Tenant from liability under this Lease; provided, however, that Tenant shall not be bound by any modification to this Lease not approved in writing by Tenant.

(d) Tenant shall have no right to mortgage, grant a lien upon, encumber or otherwise finance Tenant's interest under this Lease or record a lien upon Tenant's interest in the Premises under this Lease, and Tenant shall not permit, cause or suffer to be recorded in the real estate records of the county in which the Premises are located any mortgage, deed to secure debt, deed

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of trust, assignment, UCC financing statement or any other document granting, perfecting, or recording a lien upon Tenant's interest in this Lease or interest in the Premises under this Lease. Tenant shall not give any notice, or permit or cause any other party to give any notice, to Landlord of any existing lien on or security interest in Tenant's interest in this Lease or interest in the Premises under this Lease. Tenant shall not request that Landlord execute (nor shall Landlord have any obligation to execute) any non-disturbance, attornment or any other agreement in favor of any party transacting any business or transaction with or related to Tenant.

(e) If Tenant shall assign this Lease or sublet the Premises to any Person other than Landlord, or request the consent of Landlord and Mortgagee to any assignment, subletting, or other action which requires Landlord's consent hereunder, Tenant shall pay (i) Landlord's reasonable standard processing fee which shall not exceed Ten Thousand Dollars (\$10,000) in each instance and (ii) Landlord's and Mortgagee's attorneys' fees and costs incurred in connection therewith.

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

(g) Tenant acknowledges and agrees that Space 2 is subject to the Lockheed Sublease and the rights of Lockheed thereunder, and a portion of Space 1 is subject to the Tropical Sun Sublease and the rights of Tropical Sun thereunder, as of the date hereof. Tenant shall timely and fully comply with all of its obligations and duties under the Lockheed Sublease, the Tropical Sun Sublease and any other permitted sublease. Tenant covenants to use best efforts to cause all subtenants under the Lockheed Sublease, the Tropical Sun Sublease and each other permitted sublease to comply with its respective obligations thereunder. Tenant be responsible at its sole cost for removing (or causing the applicable subtenant to remove)

any alterations, additions or improvement, if any, constructed by or for any subtenant which have been consented to by Landlord but required to be removed by Landlord at the expiration or earlier termination of the Term.

(h) Unless the Building Fit-Up Allowance (as defined in the Lockheed Sublease) has been fully paid by Tenant to Lockheed, as security for Tenant's obligations under the Lockheed Sublease with respect to the Building Fit-Up Allowance, Tenant shall provide to Landlord (or its assignee), no later than the first to occur of (i) Lockheed's vacating all or substantially all of the premises subleased pursuant to the Lockheed Sublease; (ii) any early termination of this Lease for any reason or (iii) the date which is thirty (30) days prior to the expiry of the Initial Term of the Lockheed Sublease (i.e., prior to November 30, 2009), a clean irrevocable, transferable letter of credit (drawable upon presentation of a sight draft) to be maintained for a period of one (1) year beyond the applicable term of the Lockheed Sublease (including any renewals or extensions thereof) in the amount of \$700,000 and otherwise in form and substance satisfactory to Landlord and from a financial institution reasonably satisfactory to Landlord (KeyBank National Association is hereby deemed to be a financial institution reasonably satisfactory to Landlord). Notwithstanding any contrary provision in this Lease, Tenant's obligation hereunder shall survive and expiration or earlier termination of this Lease.

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(i) Tenant represents, warrants and covenants to Landlord that there are no leasing commissions which are presently owing or payable or which may become payable by (i) Tenant or the original master lessor under the Lockheed Sublease, the Tropical Sun Sublease, or any other permitted sublease hereunder, or (ii) Landlord or any subsequent owner of the Premises or any sublandlord under the Lockheed Sublease, in connection with the Lockheed Sublease, the Tropical Sun Sublease, or any other permitted sublease hereunder or any future renewal, expansion or extension of the Lockheed Sublease, the Tropical Sun Sublease or any such other sublease, if any, or exercise of any option or right of first refusal, if any, thereunder. Notwithstanding any contrary provision in this Lease, Tenant's obligation hereunder shall survive and expiration or earlier termination of this Lease. Tenant further represents, warrants and covenants to Landlord that all of the representations and warranties made by Tenant to Lockheed under the Lockheed Sublease (including, without limitation, under Sections 27 and 36 thereof) are true, correct and complete.

(j) Tenant shall promptly forward to Landlord any notices (including, without limitation, notices of default and notices of elections or exercise of rights or options, including renewal, extension and expansion rights or options), demands, requests for consent or other written communications or correspondence received or delivered by Tenant with respect to the Lockheed Sublease, the Tropical Sun Sublease or any other permitted sublease.

(k) Without the prior written consent of Landlord, in its sole and absolute discretion, Tenant shall not:

(i) amend, modify, extend or renew (except as expressly permitted by the terms of the Lockheed Sublease) the Lockheed Sublease, the Tropical Sun Sublease or any other permitted sublease;

(ii) terminate, or accept an earlier surrender of, the Lockheed Sublease or grant any waivers or indulgences thereunder;

(iii) approve any assignment of, or subletting of premises subleased pursuant to, the Lockheed Sublease, the Tropical Sun Sublease or any other permitted sublease;

(iv) approve any alterations or additions to or improvements of premises subleased pursuant to the Lockheed Sublease, the Tropical Sun Sublease or any other permitted sublease;

(v) grant any other material consents under the Lockheed Sublease, the Tropical Sun Sublease or any other permitted sublease; or

(vi) collect rent for more than one month in advance under the Lockheed Sublease or any other permitted sublease (other than the Tropical Sun Sublease).

(l) If, at any time during the Term (whether before or after the Premises Conversion Date), Tenant occupies any portion of Space 1 or leases all or any portion of Space 1 to a permitted subtenant or Lockheed exercises its right of first refusal or other expansion option under the Lockheed Sublease as to all or a portion of Space 1, then Tenant shall be required to

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construct and maintain at Tenant's sole cost and in compliance with the other applicable provisions of this Lease (including, without limitation, paragraphs 12 and 23) additional parking areas and spaces (and circulation roadways and parking aisles, as applicable) sufficient to ensure that parking spaces on the Lot at a ratio of four (4) parking spaces per 1,000 rentable square feet of the Building are available at all times on the Lot. Without limiting the generality of the foregoing, Tenant specifically acknowledges and agrees to comply with the following obligation set forth in the Lockheed Sublease at its sole expense during the Term (whether before or after the Premises Conversion Date): "In the event [Tenant] shall lease the remainder of [the Building], [Tenant] shall at its sole cost and expense, increase the parking lot on the East side of the Building by the number of spaces necessary to provide a 4:1,000 parking ratio."

(m) If Lockheed timely exercises its renewal option(s) under the Lockheed Sublease, Tenant agrees to continue to permit Lockheed to use, free of charge, (i) in common with others entitled thereto, any exterior athletic facilities (basketball, volleyball and putting greens), if any, on the portions of the Campus which are leased by Tenant pursuant to this Lease or any Related Lease and (ii) those Tenant-owned furniture systems described in the Lockheed Sublease. If Lockheed timely exercises its first renewal option under the Lockheed Sublease, effective as of the Premises Conversion Date, Tenant shall assign to Landlord all of Tenant's right, title and interest in and to the Lockheed Sublease with respect to the period from and after the Premises Conversion Date pursuant to an assignment agreement reasonably satisfactory to Landlord, and Tenant shall deliver to Landlord a fully executed original of the Lockheed Sublease. If Lockheed timely exercises its first renewal option under the Lockheed Sublease, (i) Landlord shall have the exclusive right to make elections, conduct negotiations and provide notices to Lockheed with respect to or arising out of such renewal option exercise, including, without limitation, the determination of renewal rent under the Lockheed Sublease, and Tenant shall cooperate with Landlord in connection therewith and (ii) Tenant and Landlord shall equitably adjust any additional rent actually paid by Lockheed under the

Lockheed Sublease prior to Premises Conversion Date which relates to the calendar year in which the initial term of the Lockheed Sublease expires, such that Landlord is paid the portion of such additional rent which is allocable to the period from and after the commencement of Lockheed's first renewal term under the Lockheed Sublease.

26. HAZARDOUS MATERIAL

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

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remove any Hazardous Materials present upon the Premises which are not in compliance with Environmental Laws or which present a danger to persons working on or visiting the Premises.

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

(c) Tenant agrees to protect, defend, indemnify and hold harmless Landlord, its members, directors, officers, employees and agents, and any successors to Landlord's interest in the chain of title to the Premises, their direct or indirect members, partners, directors, officers, employees, and agents (collectively, the "**Indemnified Partner**"), from and against any and all Claims, liability, including all foreseeable and all unforeseeable damages including attorney's and consultant's fees, fines, penalties and civil or criminal damages, directly or indirectly arising out of the use, generation, storage, treatment, release, threatened release, discharge, spill, presence or disposal of Hazardous Materials from, on, at, to or under the Premises prior to or during the Term of this Lease, and including for all matters disclosed in the Environmental Reports, and the cost of any required or necessary repair, response action, remediation, investigation, cleanup or detoxification and the preparation of any closure or other required plans in connection therewith, whether such action is required or necessary prior to or following transfer of title to the Premises. This agreement to indemnify and hold harmless shall be in addition to any other obligations or liabilities Tenant may have to Landlord at common law under all statutes and ordinances or otherwise, and shall survive the expiration or termination of this Lease without limit of time. Tenant expressly agrees that the representations, warranties and covenants made and the indemnities stated in this Lease are not personal to Landlord, and the benefits under this Lease may be assigned to subsequent parties in interest to the chain of title to the Premises, which subsequent parties in interest may proceed directly against Tenant to recover pursuant to this Lease. Tenant, at its expense, may institute appropriate legal proceedings with respect to environmental matters of the type specified in this paragraph 26(c) or any lien for such environmental matters, not involving Landlord or its Mortgagee as a defendant, conducted in good faith and with due diligence, provided that such proceedings shall not in any way impair the interests of Landlord or Mortgagee under this Lease or contravene the provisions of any

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Mortgage. Counsel to Tenant in such proceedings shall be reasonably approved by Landlord. Landlord shall have the right to appoint co-counsel, which co-counsel will cooperate with Tenant's counsel in such proceedings. The fees and expenses of such co-counsel shall be paid by Landlord, unless such co-counsel are appointed because the interests of Landlord and Tenant in such proceedings, in such counsel's opinion, are or have become adverse, or Tenant or Tenant's counsel is not conducting such proceedings in good faith or with due diligence.

(d) Tenant, upon two (2) days prior notice shall permit such Persons as Landlord or any assignee of Landlord may designate ("**Site Reviewers**"), to visit the Premises from time to time and perform environmental site investigations and assessments ("**Site Assessments**") on the Premises for the purpose of determining whether there exists on the Premises any environmental condition which may result in any liability, cost or expense to Landlord or any other owner or occupier of the Premises. Such Site Assessments may include both above and below the ground testing for environmental damage or the presence of Hazardous Material on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Tenant shall supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and shall make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing and reporting all Site Assessments shall be paid by Landlord unless an Event of Default has occurred and is continuing or unless the Site Reviewers discover an environmental condition causing the Premises not to be in compliance with applicable Environmental Laws, in either of which events such cost will be paid by Tenant within ten (10) days after demand by Landlord with interest to accrue at the Overdue Rate.

- (e) Tenant shall notify Landlord in writing, promptly upon Tenant's learning thereof, of any:
 - (i) notice or claim to the effect that Tenant is or may be liable to any Person as a result of the release or threatened release of any Hazardous Material into the environment from the Premises;
 - (ii) notice or awareness that Tenant is or may be subject to investigation by any governmental authority evaluating whether any remedial action is needed to respond to the release or threatened release of any Hazardous Material into the environment from the Premises;
 - (iii) notice or awareness that the Premises are or may be subject to an environmental lien; and
 - (iv) notice of violation to Tenant or awareness by Tenant of a condition that has resulted or might reasonably result in a notice of violation of any applicable Environmental Law that could have an adverse effect upon the Premises or Tenant.

27. FINANCING

(a) Landlord may assign this Lease to any Person that acquires the fee interest in the Premises or to any lender of Landlord, including any Mortgagee. Tenant shall execute, acknowledge and deliver any documents described in Sections 17 and 20 of this Lease or that are

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reasonably requested by Landlord, any such transferee, or Mortgagee relating to such assignment of the Lease by Landlord or the Mortgage financing.

(b) If Landlord proposes to refinance any Mortgage, Tenant shall cooperate in the process, and shall negotiate in good faith any request made by a prospective Mortgagee for changes or modifications to this Lease, and shall not unreasonably withhold its consent to any such proposed change or modification so long as the same does not adversely affect any right of Tenant under this Lease or increase Tenant's obligations under this Lease. Tenant agrees to execute, acknowledge and deliver documents reasonably requested by the prospective Mortgagee (such as a consent to the financing, a consent to assignment of lease, and a subordination, non-disturbance and attornment agreement meeting the standards set forth in paragraph 17) customary for tenants to sign in connection with mortgage loans to their landlords, so long as such documents are in a reasonable form consistent with the terms of this Lease.

(c) Tenant shall permit Landlord and any Mortgagee or prospective Mortgagee, at their expense, to meet with management personnel of Tenant at Tenant's offices and to discuss the Tenant's business and finances. On request of Landlord, Tenant agrees to provide any Mortgagee or prospective Mortgagee the information to which Landlord is entitled hereunder.

28. LANDLORD'S SIGNAGE; LANDLORD'S RESERVATIONS

Landlord expressly reserves the right to construct, use and maintain (i) monument, directional and other signage on the Premises or the Lot, at Landlord's expense (except that Tenant's Lot Share of the costs and expenses of reasonable and customary signage which is for the benefit of tenants of the Building including Tenant, and not exclusively for the benefit of tenants of the Building excluding Tenant, shall be reimbursable by Tenant as on Operating Expense pursuant to paragraph 29), during the Term in respect of the Campus or any portion thereof or any tenancy relating thereto; provided, however, that such Landlord's signage shall not materially obstruct the visibility of Tenant's existing signage on the Premises and (ii) additional parking spaces on the Lot for the use or other tenants, occupants and invitees of the Campus.

Without limitation of any rights reserved by Landlord under the Lease or by operation of law, Landlord expressly reserves the non-exclusive right of Landlord, Landlord's affiliates, their tenants and their respective invitees to use in common with Tenant the common curb-cuts, roadways, driveways, walkways, building links, loading areas, parking areas, site improvements and utility and drainage lines and facilities on or under the Premises necessary or desirable for ingress and egress, or the provision of utility and drainage rights and services, to, or the use of shared facilities at, the Campus, and Landlord reserves the right to change the location and configuration of same, provided that such change does not materially interfere with Tenant's access to or use of the Building or the provision of utility services to the Building.

In addition, if so requested by Landlord, Tenant shall cooperate with Landlord and Landlord's affiliates in connection with Landlord's efforts to establish and record any easement, covenant, condition or restriction or utility, shared use and/or joint maintenance agreement or similar agreement applicable to the Premises, the Lot or the Campus, whether in connection with any subdivision or separation of the Lot from the Lot on which Building C is located, a sale of a

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building on the Campus or otherwise, and Tenant shall not unreasonably withhold its consent thereto.

29. OPERATING EXPENSES

This paragraph 29 shall apply solely from and after the Premises Conversion Date.

(a) For the purposes of this paragraph 29, the following terms shall have the respective meanings set forth below:

(i) "**Operating Year**" shall mean the calendar year within which the Premises Conversion Date occurs and each subsequent calendar year, any part or all of which falls within the Lease Term.

(ii) "**Operating Expenses**" shall mean and include, without limitation, all reasonable and customary costs, expenses and disbursements, of every kind and nature (and taxes thereon (excluding income and franchise taxes)) paid or incurred by or on behalf of Landlord or its affiliates with respect to the operation, administration, ownership, insuring, cleaning, equipping, protecting, lighting, repainting, repair, safety, maintenance and/or management of the Building, the Lot and/or the Campus. Without limitation, Operating Expenses shall include:

1. All expenses incurred by Landlord, Landlord's agents or Landlord's affiliates which shall be directly related to employment of personnel, including amounts incurred for wages, salaries and other compensation for services, payroll, social security, unemployment and similar taxes, workmen's compensation insurance, disability benefits, pensions, hospitalization, retirement plans and group insurance, uniforms and working clothes and the cleaning thereof, and expenses imposed on Landlord, Landlord's agents or Landlord's affiliates pursuant to any collective bargaining agreement for the services of employees of Landlord, Landlord's agents or Landlord's affiliates in connection with the operation, repair, maintenance, cleaning, management, security, safety and protection of the Premises, the Lot and the Campus, and its mechanical systems including, without limitation, day and night supervisors, property manager, accountants, bookkeepers, janitors, carpenters, engineers, mechanics, electricians and plumbers and personnel engaged in supervision of any of the persons mentioned above; provided that, if any such employee is also employed on other property of Landlord or Landlord's affiliates such compensation shall be suitably prorated among the Building and such other properties.

2. The cost of services, utilities, materials and supplies (including taxes thereon) furnished or used in the operation, repair, maintenance, cleaning, management, security, safety and protection of the Premises, the Lot and the Campus, including without limitation fees, if any, imposed upon Landlord, or Landlord's affiliate or charged to the Premises, the Lot and/or the Campus, by the state or municipality in which the Premises is located on account of the need for increased or augmented public safety services.

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3. The cost of replacements for tools and other similar equipment used in the repair, maintenance, cleaning and protection of the Premises, the Lot and the Campus, provided that, in the case of any such equipment used jointly on other property of Landlord, or Landlord's affiliate such costs shall be suitably prorated among the Building and such other properties.

4. Where the Building is managed by Landlord or an affiliate of Landlord, a sum equal to the amounts customarily charged by management firms in the Greater Colorado Springs area for similar properties, whether or not actually paid, or where managed by other than Landlord or an affiliate thereof, the amounts accrued for management, together with, in either case, amounts accrued for legal and other professional fees relating to the Premises, the Lot and the Campus, but excluding such fees and commissions paid in connection with services rendered for securing or renewing leases and for matters not related to the normal administration and operation of the Building.

5. Premiums for insurance against damage or loss from such hazards as shall from time to time be required by Landlord or its Mortgagee and/or insurance against such other losses and liability as shall from time to time be carried by Landlord or its affiliates with respect to the Campus or relevant portions thereof, including, but not by way of limitation, full replacement cost insurance, fire and extended all risk coverage, insurance covering loss of rent attributable to any such hazards, workers compensation insurance, general liability insurance, property damage, boiler and plate glass insurance.

6. If, during the Term, Landlord or Landlord's affiliates shall make a capital expenditure, the total cost of which is not properly includable in Operating Expenses for the Operating Year in which it was made, there shall nevertheless be included in such Operating Expenses for the Operating Year in which it was made and in Operating Expenses for each succeeding Operating Year the annual charge-off of such capital expenditure. Annual charge-off shall be determined by dividing the original capital expenditure plus an interest factor, reasonably determined by Landlord, as being the interest rate then being charged for long-term mortgages by institutional lenders on like properties within the locality in which the Building is located, by the number of years of useful life of the capital expenditure; and the useful life shall be determined reasonably by Landlord in accordance with generally accepted accounting principles and practices in effect at the time of making such expenditure.

7. Costs for electricity, water and sewer use charges, and other utilities supplied to the Building, the Lot and/or the Campus and not paid for directly (i.e., other than by escalation payments or the equivalent) by tenants.

8. Amounts paid to independent contractors for services, materials and supplies furnished for the operation, repair, security, management, safety, maintenance, cleaning and protection of the Building, the Lot and the Campus.

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9. Costs of snow, ice, trash and rubbish removal and the cost of exterior landscaping, lawn mowing, hedge trimming, fertilizing, replacing shrubs and other vegetation, seeding, weeding, sodding, watering, and caring for the Lot and Campus; and the cost of cleaning, repairing, maintaining, and replacing any sidewalks, driveways, and curbs adjacent to the Lot and Campus.

10. Cost of maintaining and repairing exterior light fixtures.

If during any portion of the Operating Year for which Operating Expenses are being computed, Landlord is not furnishing any particular work or service (the cost of which if performed by Landlord would constitute an Operating Expense) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses for any Operating Year during all or any part of which such work or service is not so furnished by Landlord shall be increased by an amount equal to the additional Operating Expenses which reasonably would have been incurred during such period by Landlord if it had at its own expense furnished such work or service to such tenant. In determining the amount of Operating Expenses for any Operating Year, if less than ninety-five percent (95%) of the Building rentable area shall have been occupied by tenant(s) at any time during such Operating Year, Operating Expenses shall be determined for such Operating Year to be an amount equal to the Operating Expenses which would normally be expected to have been incurred had such occupancy been ninety-five percent (95%) throughout such Operating Year.

(iii) "**Lot Operating Expenses**" for any Operating Year shall mean all Operating Expenses incurred in respect of the Building or the Lot, exclusive of Campus Operating Expenses, for such Operating Year.

(iv) "**Campus Operating Expenses**" for any Operating Year shall mean all Operating Expenses, exclusive of Lot Operating Expenses, incurred in respect of the Campus as a whole or the common facilities located on the Campus which service or benefit all buildings (including the Building) or lots (including the Lot) from time to time located on the Campus including, without limiting the generality of the foregoing, property management

fees and expenses, curb-cuts, common and circulation roadways, common driveways, walkways, sidewalks, non-exclusive parking areas, loading areas, trash enclosures, recreation areas, landscaped areas, Campus signage, utility areas, facilities, lines and equipment, drainage areas and related fixtures and equipment, and any other similar improvements constructed on the Campus, whether above or below ground, which Landlord (or its affiliates) operates, repairs or maintains or contributes to the cost of the operation, repair or maintenance thereof and any charges, fees or costs levied, imposed or assessed by any owners association, architectural committee, declarant, governmental or quasi-governmental authority or other property owner or the like against the Campus or any portion thereof, whether pursuant to the Permitted Encumbrances or otherwise.

(b) Tenant shall pay to Landlord, as Additional Rent for each Operating Year, an amount equal to the sum of (i) Tenant's Campus Share of Campus Operating Expenses for such Operating Year and (ii) Tenant's Lot Share of Lot Operating Expenses for such Operating Year, such amount to be apportioned for any portion of an Operating Year in which the Premises Conversion Date falls or the term of this Lease ends.

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(c) Estimated payments paid by Tenant on account of (i) Tenant's Campus Share of Campus Operating Expenses and (ii) Tenant's Lot Share of Lot Operating Expenses shall be made on the first day of each and every calendar month during the Lease Term, in the fashion herein provided for the payment of Fixed Rent. The monthly amount so to be paid to Landlord shall be sufficient to provide Landlord by the end of each Operating Year a sum equal to Tenant's required payments, as estimated by Landlord from time to time during each Operating Year, on account of (i) Tenant's Campus Share of Campus Operating Expenses and (ii) Tenant's Lot Share of Lot Operating Expenses for such Operating Year. After the end of each Operating Year, Landlord shall submit to Tenant a reasonably detailed accounting (an "**Operating Statement**") of Lot Operating Expenses and Campus Operating Expenses for such Operating Year. If estimated payments theretofore made for such Operating Year by Tenant exceed Tenant's required payment on account thereof for such Operating Year, according to such statement, Landlord shall credit the amount of overpayment against subsequent obligations of Tenant with respect to Operating Expenses (or refund such overpayment if the Term has ended and Tenant has no further obligation to Landlord); but, if the required payments on account thereof for such Operating Year are greater than the estimated payments (if any) theretofore made on account thereof for such Operating Year, Tenant shall make payment to Landlord within fifteen (15) days after being so advised by Landlord. Landlord shall have the same rights and remedies for the nonpayment by Tenant of any payments due on account of Operating Expenses as Landlord has hereunder for the failure of Tenant to pay Fixed Rent. In the event of any dispute regarding Operating Expenses, Tenant shall pay the amount therefor as estimated by Landlord as aforesaid pending resolution of the dispute.

(d) Notwithstanding the foregoing, Landlord's failure to render, or delay in rendering, an Operating Statement for any Operating Year shall not prejudice Landlord's right to thereafter render an Operating Statement for such Operating Year or any other Operating Year, nor shall the rendering of an Operating Statement for any Operating Year prejudice Landlord's right to hereafter render a revised or corrected Operating Statement for such Operating Year, nor shall the rendering of a revised or corrected Operating Statement for any Operating Year prejudice Landlord's right to thereafter render a further revised or corrected Operating Statement for such Operating Year.

30. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

(g) This Lease shall be governed by and construed and enforced in accordance with and subject to the laws of the state where the Premises are located.

(h) Any claim based on or in respect of any liability of Landlord under this Lease shall be enforced only against the Premises and, subject to the rights of any Mortgagee, any insurance proceeds received by Landlord for satisfaction of any claim or recovery of any judgment from Landlord and not against any other assets, properties or funds of (1) Landlord or any director, officer, member, manager, shareholder, general partner, limited partner, or direct or indirect member, manager, partner, employee or agent of Landlord or any of its members (or any legal representative, heir, estate, successor or assign of any thereof), (2) any predecessor or successor partnership, corporation or limited liability company (or other entity) of Landlord or any of its members, either directly or through Landlord or its predecessor or successor partnership, corporation or limited liability company (or other Person) of Landlord or its general partners, and (3) any other Person.

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

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

(k) Landlord and Tenant each represent that they have dealt with no broker, finder or other Person who could legally charge a commission in connection with Landlord's acquisition of the Land or with the Lease; provided, however, Landlord and Tenant acknowledge and agree that Landlord was introduced to the transaction by Newmark Capital Group which will be

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compensated by Tenant out of the sales proceeds funded by Landlord at closing of the sale of the Premises from Tenant to Landlord on the date hereof.

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

(m) Notwithstanding anything to the contrary contained herein, Landlord shall have no liability to Tenant if, and for so long as, Landlord is unable to fulfill, or is delayed in fulfilling any of its obligations under this Lease by reason of one or more Events of Force Majeure. For purposes hereof, "Event of Force Majeure" shall mean (i) any strike, lock-out or other labor trouble, governmental preemption of priorities, or other controls in connection with a national or other public emergency, or any shortage of materials, supplies or labor, or (ii) any failure or defect in the supply, quantity or character of electricity, water, oil, gas, steam or other utility furnished to the Campus (or any part thereof) by reason of any Legal Requirement or any requirement, act or omission of the public utility or other person(s) serving the Campus (or any part thereof) with electricity, water, oil, gas, steam or other utility, or (iii) any accident, fire or other casualty, or other act of God, or (iv) any other event, whether similar or dissimilar, that is beyond the reasonable control of Landlord.

(n) Neither Landlord or any Mortgagee, nor any partner, member, manager, director, officer, shareholder, principal, agent, servant or employee of Landlord or any Mortgagee (in any case whether disclosed or undisclosed), shall be liable to Tenant for any loss, injury or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any damage to property of Tenant or of other entrusted to employees of Landlord nor for loss of or damage to any such property by theft or otherwise except to the extent caused by or resulting from the negligence of Landlord, its agents, servants or employees in the operation or maintenance of the Premises, the Building or the Campus. Further, neither Landlord or any Mortgagee, nor any partner, member, manager, director, officer, agent, servant or employee of Landlord or any Mortgagee, shall be liable (a) for any such damage caused by other tenants or persons in, upon or about the Building or the Campus, or caused by operations in construction of any public or quasi-public work; or (b) even if negligent, for consequential damages arising out of any loss of use of the Premises or any Tenant's Trade Fixtures therein by Tenant or any person claiming through or under Tenant.

(o) None of Landlord's agents, members, managers, partners, trustees, stockholders, officers, members of a governing board, directors, employees, or beneficiaries of Landlord shall be personally liable under this Lease nor shall any of their assets be subject to levy, execution, or other enforcement procedure for the satisfaction of the Tenant's remedies arising under this Lease or in connection with Tenant's use or occupancy of the Premises. Tenant shall look solely to Landlord's interest in the Premises for satisfaction of any liability of Landlord under this Lease. In no event shall Landlord ever be liable to Tenant for any indirect, special, or consequential damages suffered by Tenant from whatever cause.

(p) Time is of the essence in the payment and performance of the obligations of Tenant under this Lease.

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

LANDLORD:

WITNESS:

/s/ KELLI N. LEE

CS/FEDERAL DRIVE C LLC

By: CWNLT Federal Drive LLC, a
Delaware limited liability company,
its Manager

Name: Kelli N. Lee

By: Cushman & Wakefield Net Lease
Operating Partnership, L.P.,
a Delaware limited partnership,
its Sole Member and Manager

By: Cushman & Wakefield Net Lease
Trust, Inc., a Maryland
corporation, its General Partner

By: /s/ DAVID H. WENK

Name: David H. Wenk
Title: Vice President

TENANT:

WITNESS:

/s/ KENNETH HOWELL

QUANTUM CORPORATION

Name: Kenneth Howell

By: /s/ EDWARD J. HAYES, JR.

Name: Edward J. Hayes, Jr.

Title: Executive Vice President and Chief Financial Officer

STATE OF NEW YORK)
) ss.

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this ____ day of February, 2006 by David H. Wenk, the Vice President of Cushman & Wakefield Net Lease Trust, Inc., which is the general partner of Cushman & Wakefield Net Lease Operating Partnership, L.P., which is the sole member and manager of CWNL Federal Drive LLC, which is the manager of CS/Federal Drive C LLC, on behalf of such limited liability company.

Witness my hand and official seal.

My commission expires: April 2, 2006

(SEAL) /s/ EMMA L. THOMPSON

Notary public

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