

GROUND LEASE ESTOPPEL AND AMENDMENT

THIS GROUND LEASE ESTOPPEL AND AMENDMENT (this “Agreement”), dated as of February _____, 2022, is entered into by and between CITY OF CORPUS CHRISTI (“Lessor” or “City”), having an address at Corpus Christi International Airport, 1000 International Drive, Corpus Christi, Texas 78406 and MREIC Corpus Christi TX, LLC, having an address at 101 Crawfords Corner Road, Suite 1405, Holmdel, NJ 07733 (together with its successors and/or assigns, “Lessee” or “Developer”), and for the benefit of CITI REAL ESTATE FUNDING INC., a New York corporation, CITIGROUP GLOBAL MARKETS REALTY CORP., a New York corporation, CITIBANK, N.A., a national banking association, UBS AG, BANK OF AMERICA, N.A., a national banking association, BANK OF MONTREAL, a Canadian chartered bank, MORGAN STANLEY BANK, N.A., a national banking association, MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, a New York limited liability company and BREF VI HOLDINGS LLC, a Delaware limited liability company (individually and collectively, as the context may require, and together with their respective successors and/or assigns, “Lender”).

RECITALS

WHEREAS, Monmouth Real Estate Investment Corporation (“Monmouth”), the parent of Lessee, and Industrial Logistics Properties Trust, have entered into a definitive agreement and plan of merger and in connection with the foregoing, Lessee shall encumber its interest under the Lease.

WHEREAS, pursuant to that certain Ground Lease, dated October 12, 2010, between Lessor and Lessee (as amended, restated or supplemented from time to time, the “Lease”), Lessor leased to Lessee certain real property described therein (together with all easements and appurtenances relating thereto, the “Property”).

WHEREAS, Lender intends to extend a loan or loans (including, as applicable, any mezzanine loan made to one or more affiliates of Lessee) (collectively, the “Loan”) to Lessee and certain affiliates of Lessee, to be evidenced by, among other things, that certain Promissory Note or Promissory Notes made by Lessee and/or the other borrowers a party thereto and payable to the order of Lender or Lender’s agent and/or designee, as applicable (collectively, the “Note”), and secured by, *inter alia*, with respect to the mortgage loan or loans a first lien leasehold mortgage or leasehold deed of trust (or leasehold deed to secure debt, as applicable) granted by Lessee in favor of Lender or Lender’s agent and/or designee, as applicable (as the same may be amended, restated, extended and/or modified from time to time, the “Security Instrument”), encumbering Lessee’s interest in the Property and in the Lease, which Security Instrument will be recorded in the applicable public records (the Note, the Security Instrument and all other documents executed in connection therewith or in connection with any mezzanine loan or loans are collectively referred to herein as the “Loan Documents”). Lessor hereby acknowledges and consents to the foregoing.

NOW, THEREFORE, to induce Lender to make the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

parties, intending to be legally bound, hereby agree with each other, and for the benefit of Lender, as follows:

1. Lessor's Representations and Warranties. Lessor represents and warrants to Lender and Lessee the following:

(a) Lease. A true, correct and complete copy of the Lease is attached hereto as Exhibit B, along with a final sealed survey attached hereto as Exhibit A, and the Lease has not been amended except as expressly set forth in Exhibit B. The Lease is in full force and effect and constitutes the entire agreement between Lessor and Lessee with respect to the Property and the Lease. Lessee is the tenant under the Lease and is in quiet possession of the entire Property. The Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

(b) Fee Ownership. Lessor is the record owner of the fee interest in the Property, subject to the Lease.

(c) Rent. The minimum rent payable under the Lease is assessed for the gross square footage of the Premises and is currently \$2,835.15 per month ("Rent") and will be in effect until August 31, 2026 at which time the annual rent will be adjusted based on the fair market value with a cap of a 3% increase over the previous five years and which adjustment will continue every five years on September 1st based on the fair market value with a cap of a 3% increase over the previous five years, until the Lease expiration on December 11, 2040. The annual rent is required to be paid in equal monthly installments in advance on the first day of each month, and such rent has been paid through the month of February 28, 2022. The Lease does not provide for the payment of any percentage rent by Lessee. There are no other rents, additional rents or other charges due and payable under the Lease other than the Rent.

(d) The current term of the Lease commenced on December 12, 2010, and expires on December 11, 2040 (the "Expiration Date"). As of the Expiration Date, all permanent Improvements (as such term is defined in the Lease) placed or constructed on the Premises by Lessee revert to the City pursuant to Section 24(c) of the Lease. Lessee has two (2) ten (10) year options on the Premises at the then fair market rental rate (such Improvements to assist in future rent calculations, as stated in Section 5).

(e) Defaults; Offsets. Neither Lessor nor Lessee is in default under the Lease and Lessor has no knowledge of the existence of any event which, with the giving of notice, the passage of time, or both, would constitute a default by Lessor or Lessee under the Lease. There are no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease, or the rents or other charges due thereunder, or any amounts owing under any other agreement. All monetary obligations due under the Lease to date have been fully and currently paid. Lessee has no claim against Lessor for any security, rental, cleaning or other deposits. No controversy presently exists between Lessor and Lessee, including any litigation or arbitration, with respect to the Lease or the Property.

(f) No Mortgages on Fee Interest. Lessor has not assigned, transferred, sold, encumbered or mortgaged its interest in the Lease or the Property (or any part of it) except

as expressly set forth in Exhibit B and there currently are no mortgages, deeds of trust or other security interests encumbering Lessor's fee interest in the Property (or any part of it). No third party has any option, preferential right or right of first refusal to purchase the Property (or any part of it) or Lessor's underlying fee interest. No consent or approval of any third party is required in order for Lessor to deliver this Agreement and to fully perform Lessor's obligations hereunder, in favor of Lender or any other mortgagee in connection with any refinancing of the Security Instrument (any such refinancing shall be upon terms and conditions as Lessee may agree to, with Lender or any other mortgagee in connection therewith).

(g) Eminent Domain. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessee's or Lessor's interest in the Property.

2. Additional Provisions.

(a) Notwithstanding anything in the Lease to the contrary, effective as of the making of the Loan, Lessor and Lessee hereby agree with each other, and for the benefit of Lender, that the Lease is hereby amended to add the following Section 32:

"32. The provisions of this Section 32 shall supersede any contrary or inconsistent provisions in the Lease and in the event of any inconsistency between the provisions of this Section and any other provision of the Lease, the provisions of this Section shall govern.

32.1. Developer's Right to Mortgage Lease; Recognition of Lender as Leasehold Mortgagee.

A. Developer shall have the absolute right, in each case, without seeking the consent or approval of City, to (i) grant a first lien leasehold mortgage or deed of trust, as the case may be (as the same may be amended from time to time, the "Security Instrument"), encumbering Developer's leasehold interest in the demised premises (the "Property") and in the Lease and (ii) grant a pledge of the direct or indirect interest in Lessee (as the same may be amended from time to time, the "Pledge"). City hereby recognizes and acknowledges each of the Security Instrument and Pledge from Developer (or its affiliates) to the applicable Lender entered into in connection with the Loan and/or any of its respective affiliates or Lender's agent and/or designee, as applicable, and confirms that the loans made by Lender and secured by the Security Instrument and the Pledge, as applicable, are a permitted financing under Section 31(M) of this Lease. "Mezzanine Lender" as used herein shall mean the lender on any loan secured by the Pledge.

- B. Notwithstanding anything to the contrary set forth in this Lease, City hereby agrees that (i) Lessee shall have the right, at any time, to secure financing on the Premises for any purpose and (ii) any lender providing such financing secured by the Security Instrument and the Pledge shall be deemed a "Leasehold Mortgagee" under the Lease and further confirms that Lender is a "Leasehold Mortgagee" under the Lease.

32.2. Right to Perform for Developer; Right to Cure. City acknowledges and agrees that Lender shall have the right to perform any term, covenant, condition or agreement to be performed by Developer under the Lease and City shall accept such performance by Lender with the same force and effect as if furnished by Developer. Notwithstanding the terms of the Lease, City agrees that City shall not terminate the Lease in connection with any default by Developer unless Lender has been afforded (i) the same period of time as Developer has under the Lease, plus an additional thirty (30) days to cure any such default, (ii) in the event that any such default cannot, with reasonable diligence, be cured within such thirty (30) day period, such longer time as may be required to complete such cure, provided Lender notifies City of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion, and (iii) in the event that such default is incapable of cure by Lender, such time as may be required for Lender to gain possession of Developer's interest under the Lease pursuant to the terms of the Security Instrument and other Loan Documents, provided Lender notifies City of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion. Upon a foreclosure of the Security Instrument or the Pledge by Lender, City hereby agrees to waive any non-curable default under the Lease. For the avoidance of doubt, a non-curable default shall not include a default that can be cured by the payment of money.

32.3. Lender's Consent. Neither City nor Developer will amend, modify, cancel or surrender the Lease without Lender's prior written consent.

32.4. Delivery of Notices. City hereby acknowledges that this Agreement shall be deemed the request for notice by Lender as set forth in Section 31(M)(6) of the Lease and, City hereby agrees to simultaneously deliver to Lender copies of all notices, statements, information and communications delivered or required to be delivered to Developer pursuant to the Lease, including, without limitation, any notice of any default by Developer. In addition,

City shall promptly notify Lender in writing of any failure by Developer to perform any of Developer's obligations under the Lease. No notice, statement, information or communication given by City to Developer shall be binding or affect Lender unless a copy of the same shall have simultaneously been delivered to Lender. All notices to Lender shall be addressed as set forth in this Agreement, or at such other addresses as Lender shall provide in writing to the other parties hereto, and shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified United States mail, postage prepaid, return receipt requested, or (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of certified mail, when delivered (as evidenced by the receipt) or the first attempted delivery on a business day; or in the case of expedited prepaid delivery, upon the first attempted delivery on a business day.

32.5. Lender Not Obligated Under Lease; Permitted Transfers.

The granting of the Security Instrument or the Pledge shall not be deemed to constitute an assignment or transfer of the Lease or the Property to Lender, nor shall Lender, as such, be deemed to be an assignee or transferee of the Lease or of the leasehold estate thereby created so as to require Lender, as such, to assume the performance of any of the terms, covenants or conditions on the part of Developer to be performed thereunder. Notwithstanding the foregoing, (i) City hereby agrees that Developer shall have the right to assign or sublet Developer's interest under the Lease to Lender, its successors or assigns of the Loan and the Loan Documents, with notice to but without the consent of City and (ii) to the purchaser at any sale of the Lease and the leasehold estate thereby created in any proceedings for the foreclosure of the Security Instrument or the Pledge (including, without limitation, power of sale) or the assignee or transferee of the Lease, with notice to the City, and the leasehold estate thereby created under any instrument of assignment or transfer in lieu of the foreclosure (whether Lender or any third party) shall be deemed to be a permitted assignee or transferee under the Lease upon notice to the City but without the need to obtain City's consent, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Developer to be performed under the Lease from and after the date of such purchase and/or assignment (but not for any obligations or liabilities accruing prior to such date), but only for so long as such purchaser or assignee is the owner of the Lease and the leasehold estate thereby created, it

being understood and agreed that upon a sale or transfer of the Lease by such party (which sale or transfer shall not require the consent of City) and written assumption of its obligations under the Lease by any new purchaser or assignee, the transferring party shall be relieved of all future liability under the Lease.

32.6. City's Mortgagees; Fee Mortgages Subordinate. Any existing or future mortgage, lien, or other encumbrance against all or any portion of City's fee estate in the Premises, or on any other interest of City in the Lease, or any part thereof, whether given as security for any indebtedness owed by it or for any other reason, shall (i) expressly recognize the existence of this Lease, and expressly provide that such mortgage, lien or encumbrance is subject and subordinate to the Lease and any renewal, replacement, amendment or modification of the Lease (and to any new lease that Lender may be entitled to pursuant to the terms hereof), and (ii) shall provide that any mortgage, lien or other encumbrance on the fee estate shall be fully subordinate to the Lease, the leasehold estate created thereby and the Security Instrument. Notwithstanding the foregoing, the Lease remains subject at all times to the subordination rights of the United States government, acting by and through the Federal Aviation Administration, for which federal funds have been and will continue to be provided to the City.

32.7. Casualty and Insurance Proceeds. So long as the indebtedness, or any part of the indebtedness, secured by the Security Instrument remains outstanding and unpaid and the Security Instrument remains of record, City and Developer agree that: (a) the Lease shall not terminate or be canceled at any time upon the damage or destruction by fire or other casualty of all, substantially all, or any part of the Property; (b) the insurance policies required to be maintained pursuant to the Lease shall name Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) as an additional named insured and loss payee/mortgagee; (c) Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) shall be entitled at Lender's option to participate in any adjustment, settlement or compromise with respect to any insurance claim; and (d) all proceeds of such insurance policies shall be payable first to Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) as loss payee (City subordinating any right to receive such proceeds to Lender, excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) to be applied by Lender (excluding any Mezzanine Lender, but only in its capacity

as Mezzanine Lender) in accordance with the terms of the Security Instrument (or other applicable loan documents).

32.8. Condemnation and Condemnation Proceeds. So long as the indebtedness, or any part of indebtedness, secured by the Security Instrument remains outstanding and unpaid and the Security Instrument remains of record, City and Developer agree that: (a) the Lease shall not terminate or be canceled upon a taking or condemnation pursuant to an eminent domain proceeding of all, substantially all, or any part of the Property without Lender's consent or unless required by law; (b) any and all awards for any taking or condemnation shall be first payable to Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) for application in accordance with the terms of the Security Instrument, with any remainder due to City, if so entitled by law; and (c) Lender shall have the right to apply its portion of the condemnation proceeds in accordance with the terms of the Security Instrument (or other applicable loan documents) and shall be entitled at its option to participate in any compromise, settlement or adjustment with respect to the Property.

32.9. New Direct Lease. If the Lease is canceled or terminated for any reason (except in connection with bankruptcy proceedings, for which the provisions of Section 32.10 are hereby agreed upon by City and Developer), City hereby agrees that City shall, upon Lender's written election, promptly enter in a new, direct lease with Lender or its nominee or any other party which Lender may designate, including without limitation, Developer, with respect to the Property for the remainder of any portion of the unexpired Lease term, on the same terms and conditions as the Lease, it being the intention of the parties to preserve the Lease and leasehold estate created by the Lease for the benefit of Lender without interruption. Said new lease shall be superior to all rights, liens and interests intervening between the date of the Lease and the granting of the new lease and shall be free of any and all rights of Developer under the Lease. If Lender designates Developer to enter into a new direct lease in accordance with the terms of this Section 32.9 Developer and City acknowledge and agree that Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) shall have the right to encumber such new direct lease and the leasehold estate created thereby with a leasehold mortgage or deed of trust (as the case may be) on the same terms and with the same lien priority as the Security Instrument, it being the intention of the parties to preserve the priority of the Security Instrument, the Lease and the leasehold estate created by the Lease for the benefit of Lender without

interruption. If the Lease is rejected, cancelled or terminated for any reason and Lender, its nominee or a designee of Lender enters into a direct lease with City with respect to the Property, City hereby agrees that it will execute such documents as Lender may require in order to ensure that the new direct lease provides for customary leasehold mortgagee protections, including without limitation, protections similar to those contained herein.

32.10. Bankruptcy. In the event of any proceeding by either City or Developer under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(a) If this Lease is rejected in connection with a bankruptcy proceeding by Developer or a trustee in bankruptcy (or other party to such proceeding) for Developer, such rejection shall be deemed an assignment by Developer to the Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) of the Property and all of Developer's interest under this Lease, and this Lease shall not terminate and the Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) shall have all rights of the Developer as if such bankruptcy proceeding had not occurred, unless Lender shall reject such deemed assignment by notice in writing to City within thirty (30) days following rejection of this Lease by Developer or Developer's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Lease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Developer or the trustee in connection with any such proceeding, the rights of Lender to a New Lease from City pursuant to Section 32.9 hereof shall not be affected thereby.

(b) In the event of a proceeding against City under the Bankruptcy Code:

(i) In the event the bankruptcy trustee, City (as debtor-in-possession) or any party to such proceeding seeks to reject the Lease pursuant to United States Bankruptcy Code §365(h)(1), Developer shall not have the right to treat this Lease as terminated except with the prior written consent of Lender and the right to treat this Lease as terminated in such event shall be deemed assigned to Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender), whether

or not specifically set forth in the Security Instrument, so that the concurrence in writing of Developer and the Lender (excluding any Mezzanine Lender, but only in its capacity as Mezzanine Lender) shall be required as a condition to treating this Lease as terminated in connection with such proceeding.

(ii) Unless this Lease is treated as terminated in accordance with subsection 32.10(b)(i) above, then this Lease shall continue in effect upon all the terms and conditions set forth herein, including rent, but excluding requirements that are not then applicable or pertinent to the remainder of the term of this Lease. Thereafter, Developer or its successors shall be entitled to any offsets against rent payable hereunder for any damages arising from such bankruptcy, to the extent Developer's operation of business has been materially interfered with, and any such offset properly made shall not be deemed a default under this Lease. The lien of the Security Instrument shall extend to the continuing possessory rights of Developer following such rejection with the same priority as it would have enjoyed had such rejection not taken place.

32.11 No Merger. There shall be no merger of the Lease or the leasehold estate created thereby with the fee interest in the Premises or any part thereof by reason of the same person acquiring or holding, directly or indirectly, the Lease or the leasehold estate created hereby or any interest in the Lease or the fee interest in the Premises."

(d) Notwithstanding anything in the Lease to the contrary (including, without limitation, Section 31 of the Lease), City hereby acknowledges and agrees that a default or event of default under the Loan Documents shall not, in and of itself, give rise to or result in a default under the terms of the Lease (irrespective of whether Developer fails to cure the same).

3. Lender's Reliance on Representations. Lessor has executed this Agreement at the request of Lessee for the purpose of inducing Lender to make the Loan to Lessee and with full knowledge that Lender shall rely upon the representations, warranties, covenants and agreements herein contained when making the Loan to Lessee and that, but for this instrument and the representations, warranties, covenants and agreements herein contained, Lender would not take such actions. Lessor and Lessee each hereby acknowledge and agree that Lender is an intended third-party beneficiary of this Agreement and of all of the representations, warranties, covenants and agreements herein contained.

4. Notices. Effective as of the making of the Loan, notice hereunder shall be given to Lender and Lessee as follows:

Lender:

Citi Real Estate Funding Inc.
Citigroup Global Markets Realty Corp.
Citibank, N.A.
388-390 Greenwich Street, Trading Floor 4
New York, New York 10013
Attention: Ana Rosu Marmann
Email: ana.rosu@citi.com

UBS AG
1285 Avenue of the Americas, 13th Floor
New York, New York 10019
Attention: Transaction Management
Email: henry.chung@ubs.com

Bank of America, N.A.
c/o Capital Markets Servicing Group
900 West Trade Street, Suite 650
Mail Code: NC1-026-06-01
Charlotte, North Carolina 28255
Attention: Servicing Manager
Email: steve.l.wasser@bofa.com

Bank of Montreal
c/o BMO Capital Markets Corp.
151 West 42nd Street
New York, New York 10036
Attention: Mike Birajiclian
Email: Michael.birajiclian@bmo.com
Attention: Legal Department
Email: BMOCMUSLegal@bmo.com

Morgan Stanley Bank, N.A.
Morgan Stanley Mortgage Capital Holdings LLC
1585 Broadway, 25th Floor
New York, New York 10036
Attention: John Maurer
Email: John.Maurer@morganstanley.com

BREF VI Holdings LLC,
c/o Brookfield Real Estate Financial Partners LLC
Brookfield Place
250 Vesey Street, 15th Floor
New York, New York 10281
Attention: Laura Stepp
Email: Laura.Stepp@brookfield.com

with a copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10003
Attention: Michael Barker, Esq.
Email: Michael.Barker@friedfrank.com

And to:

Dechert LLP
Cira Centre
2929 Arch Street
Philadelphia, Pennsylvania 19104
Attention: David W. Forti, Esq.
Email: David.Forti@dechert.com

And to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Attention: Daniel C. Reynolds, Esq.
Email: dreynolds@cgsh.com

Lessee:

MREIC Corpus Christi TX, LLC
c/o Industrial Logistics Properties Trust
c/o The RMR Group
Two Newton Place
255 Washington Street, Suite 300
Newton, Massachusetts 02458
Attention: Jennifer B. Clark
Email: jclark@rmrgroup.com

Skadden, Arps, Slate, Meagher and Flom LLP
300 South Grand Avenue

Los Angeles, California 90071
Attention: Peter Mair, Esq.
Email: peter.mair@skadden.com

No notice to Lessee under the Lease shall have any force or effect whatsoever unless and until such copies are delivered to Lender as provided in this Paragraph 4. This Agreement shall constitute notice to Aviation Director of the name and address of Leasehold Mortgagee pursuant to Section 31(M)(5)(C) of the Lease.

5. Amendment/Waiver. Effective as of the making of the Loan, (A) this Agreement shall be deemed to be an amendment to the Lease for all purposes and, to the extent that there are any conflicts between the terms of this Agreement and the Lease, the terms of this Agreement shall control, and the Lease shall be deemed amended hereby, and (B) Lender may, without affecting the validity of this Agreement, extend the time for payment of this Loan or alter the terms and conditions of any agreement between Lessee and Lender, including, but not limited to, the Note and the Security Instrument, without the consent of, or notice to, Lessor and without in any manner impairing or otherwise affecting Lender's rights under this Agreement, the Security Instrument or the Lease.

6. Miscellaneous. This Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located (without giving effect to such state's principles of conflicts of law). This Agreement shall be binding upon Lessor and Lessee, and each of their respective successors and assigns, and shall inure to the benefit of Lender, Lessor and Lessee, and each of their respective successors and assigns. This Agreement shall not be amended, modified, canceled or terminated (and Lessee shall not waive or release any right hereunder) without Lender's prior written consent. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original. At Lender's option, a memorandum of this Agreement shall be recorded in the public land records of the jurisdiction in which the Property is located. The rights of Lender hereunder are in addition to the rights of Lender granted in the Security Instrument, the Pledge and/or the Lease and shall not (except as expressly modified in this Agreement) be in derogation thereof. All agreements and covenants contained herein are severable, and if any one of them is held to be invalid, then this Agreement shall be interpreted as if such invalid provisions was not contained herein. To the extent terms in this Agreement conflict with the terms of the Lease, the terms of this Agreement shall control. No consent or approval of any third party is required in order for Lessor to deliver this Agreement and to perform fully its obligations hereunder.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[THIS DOCUMENT SHALL BE EXECUTED IN QUADRUPLICATE.]

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease Estoppel and Amendment to be duly executed and delivered as of the day and year first written above.

LESSOR:

CITY OF CORPUS CHRISTI

By: _____
Name:
Title:

STATE OF TEXAS)
) ss.:
COUNTY OF NUECES)

This instrument was acknowledged before me on the ____ day of February, 2022, by _____, _____ of City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

[SEAL]

Notary Public in and for the State of Texas

My Commission Expires: _____ Print name of Notary Public _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Exhibit A

Survey

Exhibit B

Ground Lease

Ground Lease

At

Corpus Christi International Airport

Between

City of Corpus Christi

And

Corpus Christi FXG, L.L.C.

GROUND LEASE

This ground lease (the "Lease") is made effective on the latter of the dates on which the parties did execute this Lease, by and between the City of Corpus Christi as lessor ("City") and Corpus Christi Developments 1, L.L.C., doing business as Corpus Christi FXG, L.L.C., as lessee ("Developer").

WITNESSETH:

WHEREAS, the City owns the Corpus Christi International Airport ("Airport"), located in Nueces County, State of Texas;

WHEREAS, the Airport is managed by the Director of Aviation ("Aviation Director");

WHEREAS, Developer is organized and existing under the laws of the State of Missouri and is authorized to transact business in the State of Texas;

WHEREAS, the parties hereto wish to enter into this **Lease for land** on which Developer shall construct a distribution facility and related improvements, including vehicle parking areas, for the purpose of operating a package collection and distribution business ("Project") to be leased and operated by FedEx Ground Package System, Inc. (the "Sublessee");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT:

1. Premises: City hereby leases to the Developer the land located and more particularly described in the attached and incorporated **Exhibit A** ("Premises"). The Premises includes approximately three hundred fifty six thousand three hundred twenty (356,320) square feet of land, together with any existing easements.

2. Term: This Lease shall be for a base term of thirty (30) years commencing on the sixty-first (61st) day following final approval by the City's City Council. Rent will be abated for the period beginning on the commencement date until the date of beneficial occupancy as determined by the issuance of a certificate of occupancy by the City ("Certificate of Occupancy") or September 1, 2011, whichever is earlier.

3. Option: Developer will be granted two (2) ten (10) year options on the Premises at the then fair market rental rate subject to approval of the Federal Aviation Administration ("FAA") and other terms as set out hereinafter.

4. Contingency: This **Lease** shall be subject to cancellation if the Developer and Sublessee do not execute a build to suit sublease agreement on or before October 1, 2010.

5. Improvements: Developer shall provide the City with "as built" drawings of all new construction ("Improvements") to assist in future rent calculations.

6. Incentives: Upon the issuance of a Certificate of Occupancy for the Project, the Developer will be granted by the City a payment of Fifty Thousand Dollars (\$50,000) as an economic development incentive, to offset the costs of developing the Premises and completing the Project at the Airport. The \$50,000 payment shall be paid within thirty days after the receipt of the Certificate of Occupancy.

7. Rent: Rent is due and payable on the first day of each calendar month of the Lease Term. Rent will be assessed for the gross square footage of the Premises and paid on an annual basis to the Airport at the address shown in Section 30 of this Lease. The rent for the period from the effective date of this Lease until September 1, 2011, or the date of beneficial occupancy, whichever is earlier, will be zero dollars (\$0.00). For the period from September 1, 2011 or the date of beneficial occupancy, whichever is earlier, until August 31, 2016, the rent will be nine cents (\$0.09) per square foot per annum. Effective on and after September 1, 2016, rent will be adjusted every five (5) years based on a fair market appraisal with a cap of a 3% increase over the preceding five (5) year period. The City reserves the right to adjust the rent in accordance with its adopted policy for the Airport or FAA requirements subject to the 3% cap. For purposes of determining the fair market value by appraisal, the Airport will submit the names of three (3) appraisers that may be considered and the parties will jointly select one to perform the appraisal. The recommendations of the selected appraiser will be final.

8. Agent: The City Manager appoints the Director of Aviation or his designee ("Aviation Director") as agent to receive all rent, notices and reports under this Lease.

9. Use of Premises: Developer shall use the Premises for the purposes to develop, construct, and operate the Project stated above and for no other purpose without the express prior written consent of Aviation Director. The Improvements on the Premises shall be used as a sort and distribution warehouse.

10. Parking: The Premises may be used for parking the facility's business-related automobiles, trucks, vans, trailers and similar vehicles without the payment of any additional fees to City; provided, however, that Developer shall comply fully with all of Airport's rules and regulations for parking and vehicle usage at the Premises and shall require the Sublessee and all other sublessees to do so.

11. Signs: Developer may install City ordinance compliant signs or other corporate identification of the business on the Premises at its sole cost; provided, however, that the Developer has obtained Aviation Director's prior written consent as to the size, type, design and location of these signs or other corporate identification, which consent shall not be unreasonably withheld or delayed.

12. Right to Amend: If the FAA or its successor agency requires modifications or changes in this Lease as a condition precedent to granting funds for Airport improvements, Developer agrees to consent to the amendments, modifications, or changes of this Lease as may be reasonably required to obtain the funds; provided, however, Developer will not be required to pay increased rent or change the use of the Premises or accept a relocation or reduction in size of the Premises until Developer and Airport have fully executed an amendment to this Lease that is mutually satisfactory to all parties for any terms or conditions of this Lease affected by said actions.

13. Subordination to U.S.A./FAA Requirements: This Lease is subordinate to the provisions of any existing or future agreement between the City, acting through the Airport, and the United States of America relating to the operation or maintenance of the Airport, where the execution of said agreement(s) is required as a condition to the expenditure of federal funds for the development of the Airport. If the effect of said agreement(s) with the United States, either under this **Section 13** or under **Section 12** above, is to remove any or all of the Premises from the control of Airport or to substantially destroy the commercial value of the Premises, then Airport must, at Airport's expense, provide Developer, at no cost to Developer or its Sublessee, with land and facilities substantially similar to the Premises and the Improvements constructed by Developer on the Premises for the remainder of the Lease term, as it may have been extended from time to time.

14. Development of Improvements: All plans and specifications for Developer's Improvements and all renovations, remodeling, refurbishing and construction upon the Premises must meet all City fire, building and other applicable City, state and federal regulations and code requirements, including obtaining required building permits. Upon final completion and acceptance of the Improvements by Developer, Developer must provide two sets of Mylar as-built plans and one electronic copy of the record documents to Aviation Director, who will keep one set of plans on file at the Aviation Director's office in the terminal and provide the other set to the City Secretary for incorporation into this Lease as a supplement to **Exhibit A**. The supplemented **Exhibit A** becomes effective upon filing with the City Secretary and subsequent attachment to this Lease.

Developer must keep said as-built documents current by providing two sets of Mylar "as-built" plans and one electronic copy of all record documents showing any alteration in excess of \$15,000 to the Premises during the term of this Lease to Aviation Director, which plans are to be attached to this Lease as a supplement in the same manner as provided for the original plans and specifications. No substantial changes or alterations shall be made to said plans or specifications after initial approval by Aviation Director without further written approval by Aviation Director.

The Developer will be responsible for arranging and paying for, at its sole cost, all utility connections to the Premises. Utility usage will be billed directly to the Developer and paid for by the Developer unless and until Developer has delegated the responsibility for utility payments to Sublessee.

The Airport has reviewed and approves the Developer's submitted preliminary plans for development and construction of the Improvements on the Premises. Said preliminary plans are subject to final submission and permit review by the City. It is the intent of the Airport not to require additional improvements other than those represented in the February 12, 2010, alternative site plans. Said plans remain subject to final review by the City in the standard permitting process.

The Developer will coordinate design and construction of the Improvements with the Airport and Aviation Director.

Developer will be required to adhere to all landscaping requirements as required by the City.

Developer shall be responsible for causing the Premises to be maintained and kept in good order and condition during construction and upon completion of the Improvements in accordance with commercially reasonable standards at no cost to the City.

Because the Premises are located on Airport property, no property taxes will be assessed against the Premises unless the law is changed and real estate taxes are extended to the Premises. Notwithstanding the foregoing, the Developer shall be responsible for the payment of any and all taxes assessed against the Improvements.

During development, Developer will coordinate all construction traffic with the Airport so as to not inhibit regular Airport traffic and to keep roadways safe and clean. The Airport has no objection to the use of double trailer arrangements on Airport property subject to the requirements of the U.S. A. and the Texas Department of Transportation.

The Airport will cooperate with the Developer for any roadway or access improvements required to enhance traffic to the Premises. Any costs of modifications will be the sole responsibility of the Developer.

The Developer will enter into a construction contract with a reputable contractor and the Airport reserves the right to approve the contractor, which approval shall not be unreasonably withheld, conditioned or delayed.

All construction parking and staging will occur on the Premises unless agreed to by the Airport in writing. Developer, at its sole expense, shall obtain all licenses and permits required prior to performing any maintenance, repairs, construction on, or use of the Premises. The costs of developing all plans and specifications as provided herein and the construction of Improvements and facilities upon the Premises shall be paid solely by the Developer, without any cost or expense to City whatsoever. The City will waive up to Fifteen Thousand Dollars (\$15,000) of applicable City permit fees for the Premises subject to final approval of the Lease by the City Council. The Airport will cooperate with the Developer to obtain alternative financing for any aspects of the development.

Upon termination of this Lease, ownership of the Improvements constructed by Developer on the Premises shall revert to the City, free and clear of all liens, claims and other encumbrances or adverse interest in the Premises or the Improvements thereon.

During the construction of the Improvements, the Aviation Director may, after providing reasonable notice to Developer, enter upon the Premises during the Airport's normal business hours and make inspections as may be necessary to ensure that the construction of the Improvements is performed in accordance with the requirements of this Lease.

During this Lease, Developer shall, subject to the other terms and conditions of this Lease, have the continuing right to remodel, renovate and refurbish the Premises and Improvements, or any part thereof, and to build and construct new additions and Improvements thereon and thereto; provided, however, that changes costing more than one hundred thousand dollars (\$100,000) shall require the prior written consent of Aviation Director, whose consent to the modifications will not be unreasonably withheld, conditioned or delayed.

The City will promptly approve in writing all plans and design related change orders through completion of the Project.

The Airport will pursue, in conjunction with the Developer, any and all available grant funding which might be available for authorized use to construct the Improvements on the Premises under the Project; and all grant funds received will be credited in full to the Developer.

Developer shall not allow a lien to attach to the Premises or Developer's leasehold interest without the prior written approval of City Manager. Notwithstanding City Manager's approval, the City's fee simple interest in the surface estate burdened by Developer's leasehold estate must be exempt from said lien. Any lien of a lender shall contain the following language, or such other similar language as may be approved by City Attorney:

"Lender agrees that the lien created by this instrument is effective only as to Developer's leasehold estate created by the Lease, dated _____, 2010, executed by the City of Corpus Christi, as City, and Corpus Christi Development I, L.L.C., doing business as Corpus Christi FXG, L.L.C., as Developer, and does not affect City's interest, being the fee simple estate burdened by Developer's leasehold estate."

In the event of any foreclosure by any lender, financing agency, or guarantor of its lien or liens on the Improvements constructed by Developer located on the Premises, said lender, financing agency, or guarantor succeeds hereunder to all rights, privileges, and duties of Developer, including without limitation paying rent, as if said lender, financing agency, or guarantor was originally named Developer herein, and said lender, financing agency, or guarantor will have a reasonable time after the date of foreclosure [not less than three hundred sixty (360) days] to

sublease any available Improvements to those parties that are pre-approved by Aviation Director in writing.

Developer covenants that all construction, including all workmanship and materials, will be of first-class quality. As used herein, the term "first-class quality" means of the same quality as materials used to construct other buildings used for the same or similar purposes already constructed on the Airport property.

After completing construction of Improvements on the Premises, Developer must certify to Aviation Director that the improvements were completed according to the approved plans and specifications and that Developer has complied with all applicable federal, state, and local laws, rules, ordinances, and regulations.

Prior to Developer's delivery of possession to the Sublessee, a copy of the Certificate of Occupancy must be provided to the Aviation Director.

Developer must include in all construction contracts entered into a provision requiring the contractor, or in the alternative, Developer, to indemnify, hold harmless, defend and insure City, including its officers, agents, and employees, against the risk of legal liability for death, injury or damage to persons or property, direct or consequential, arising or alleged to arise out of, or in connection with, the performance of any or all of the construction work, whether the claims and demands made are just or unjust, unless same are caused by the gross negligence or willful act of City, its officers, agents, or employees. Developer must furnish or, in the alternative, require the contractor to furnish, insurance as required in Section 29 herein.

15. Repair and Maintenance: Developer, at its own expense, shall make, or cause to be made, any and all repairs and replacements necessary to keep the Premises and Improvements in a first-class condition and in safe repair and shall make any and all repairs and replacements necessary to remedy defects of a structural nature. Developer shall provide janitorial service and maintenance to keep the interior and exterior of the Premises and Improvements in a clean, attractive and sanitary condition at all times. The landscaping must be well-maintained and kept in a neat and tidy condition. Developer shall repair any and all damage caused to real and personal property of City occurring on the Premises, including damage caused to the Improvements, or elsewhere on the Airport property as a result of the willful or negligent acts or omissions of Developer its officers, employees, contractors or agents.

16. Security: Developer its officers, employees, agents, contractors, and invitees must comply with all federal and local security regulations adopted by City pursuant to 14 CFR Part 107, as the same may be amended. **Developer covenants to indemnify and hold harmless City, its officers and employees from any charges, fines, or penalties that may be assessed or levied by the FAA or Transportation Security Administration by reason of the negligent or intentional failure of Developer its officers, employees, agents, contractors, or invitees to comply with security regulations, regardless of whether the fine, charge or penalty is levied against the City or the Developer.**

17. CFR Part 77 Requirements: Developer covenants to comply with the notification and review requirements set out in Part 77 of the Federal Aviation Regulations [14 CFR Part 77], as amended, if Developer plans to construct or modify any structure, antenna, or building located on the Premises or to be constructed as an Improvement.

18. Control of Structures: Developer shall not erect nor permit the erection of any structure, antenna, or building, nor permit the growth of any tree on the Premises, which has its highest point above a mean sea level elevation established by FAA and Airport as a height limitation on said structure, antenna, building, or object. Airport may enter the Premises and

remove the encroaching structure, antenna, building, or object at Developer's expense plus an administrative charge of 15%.

19. Aerial Approaches: Aviation Director may take any action necessary to protect the Airport's aerial approaches against obstruction, including the right to prevent Developer from erecting or permitting to be erected any building or structure on or adjacent to the Airport which, in Aviation Director's opinion, would limit the usefulness of the Airport or constitute a hazard to aircraft.

20. Hazardous Substances: Developer shall comply, and shall require any sublessee to comply, with all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises and Improvements including, but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. Except for the hazardous substances governed by and transported in full compliance with the transportation laws of the state or federal government, Developer must not knowingly use, store, generate, treat, transport, or dispose of any hazardous or regulated substances or waste on or near the Premises without Aviation Director's prior written approval and without first obtaining all required permits and approvals from all authorities having jurisdiction over the operations conducted on the Premises.

If Developer determines that a threat to the environment including, but not limited to, a release, discharge, spill or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Premises or the persons, structures, equipment, or other property thereon, Developer must notify immediately by oral report in person or by telephone, to be promptly confirmed in writing, to the Aviation Director as required by law or regulation. Developer shall require any Sublessee to cooperate fully with the Aviation Director in promptly responding to, reporting, and remedying a threat to the environment, including, without limitation, a release or threat of release of hazardous or regulated substance into the drainage systems, soils, ground water, waters, or atmosphere, in accordance with applicable law or as authorized or approved by any federal, state, or local agency having authority over environmental matters.

Developer shall keep a readily accessible file of Materials Safety Data Sheets ("MSDS") for each hazardous substance on the Premises or transported, in accordance with federal and state transportation laws, which file must be posted and immediately available to any Airport employee who responds to a report of a discharge of a hazardous substance on the Premises. Developer will require any operator of the facilities on the Premises to use best efforts to determine which hazardous substance was accidentally discharged and have that MSDS sheet available for the first responders to the Premises.

Developer will cause prompt remediation and the payment of all costs associated with any action or inaction of Developer that directly or indirectly prevents the City, acting through the Airport, from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits relating to the Premises. The rights and obligations set forth in this section shall survive the earlier expiration or termination of this Lease.

21. Nondiscrimination/Affirmative Action:

A. Nondiscrimination – General- Developer for itself, and as a requirement for any sublessee, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof covenants that: (1) no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, or political belief or affiliation will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of the

Premises; (2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, age, national origin, handicap, or political belief or affiliation will be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) Developer will cause to the best of its ability the Premises and Improvements to be in compliance with all other requirements imposed by or pursuant to 14 CFI(Part 152, Subpart E Non Discrimination in Aid Program and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Title and Regulations may be amended, and with other applicable state or federal laws or regulations, as amended.

B. Nondiscrimination - Business Owner - This Lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. Developer for itself, and as a requirement for any sublessee, agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance or any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

C. Remedy for Breach - If the Developer is found by a final verdict of a court of competent jurisdiction to have deliberately breached a non-discrimination covenant, or to have permitted any sublessee to deliberately breach a non-discrimination covenant, the City may immediately enforce the remedies directed by the Court's decision, which may include the City's right to reenter the Premises, retake possession thereof and terminate the Lease. This provision is not effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are completed, including exercise of any rights to appeal.

D. Affirmative Action - Developer shall cause to be implemented an affirmative action program as required by 14 CFR Part 152, Subpart E, to provide (i) that no person on the grounds of race, creed, color, religion, sex, age, national origin, handicap, or political belief or affiliation is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; (ii) that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that subpart; (iii) that third parties otherwise retained by Developer shall provide similar assurances to Developer to undertake affirmative action programs and to require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E. Developer ,at no expense to the City, shall comply with any applicable requirements of the Americans with Disabilities (ADA) as it may be amended, with respect to the Premises and its Improvements.

22. Compliance with Laws:

A. General - Developer covenants to promptly observe, comply with and execute, and shall cause any sublessee to promptly observe, comply with and execute, the provisions of any and all present and future governmental laws, ordinances, rules, regulations, requirements, orders and directions applicable to the use and occupancy of the Premises. A material breach of this covenant, which is not remedied within any permitted cure period, may be cause for City's exercising its rights under **Section 23** of the Lease. During any period of Developer's good faith challenge to any such laws, ordinances, rules, regulations, requirements, orders and directions in a court of competent jurisdiction, Developer's inaction shall not be deemed a breach of this Lease.

B. Federal - Developer shall comply and shall require any sublessee to comply with all applicable federal laws, rules, and regulations, including without limitation the Drug Free Workplace Act, the Violence in the Workplace Act, the Americans with Disabilities Act, and any other acts that the U.S. Congress passes that apply to the uses and operations at the Premises.

C. Disadvantaged Business Enterprises ("DBE") - Developer acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises (DBE), as said regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Developer and any sublessee under the terms of this Lease, unless exempted by said regulations, and Developer hereby agrees to comply with the FAA and the U.S. Department of Transportation in reference thereto. Developer understands and agrees to the following assurances: It is City's policy that DBEs have the maximum practicable opportunity to be awarded contracts. Developer agrees to use good faith efforts to promote this policy through its Lease of the Premises. Additionally, Developer, as an equal opportunity employer, agrees to use good faith efforts to provide maximum opportunity for the consideration and use of DBEs in the contracting, subcontracting and purchasing activities associated with this Lease and to abide by all applicable provisions of the Airport's approved, and it's approved updates to, the DBE Program and this Lease. Developer agrees and shall require any sublessee to agree that no person will be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of race, color, religion, national origin, sex, age, handicap, or political, belief or affiliation, and as more specifically provided in **Section 21** hereof. See **Exhibit B** attached hereto and incorporated herein setting out Developer's program in support of the Airport's DBE program, *prior to the start of construction.*

D. State - Developer shall comply with all applicable laws, rules, and regulations of the State of Texas.

E. Local - Developer shall comply with all applicable City ordinances, and rules and regulations promulgated by Aviation Director.

23. Termination:

A. Termination By Developer - Without limiting any other rights and remedies to which Developer may be entitled by common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by Developer at any time after the happening, and during the existence, of one or more of the following events:

1. The City's permanent abandonment of the Premises at the Airport;
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, that substantially restricts any sublessee from operating for at least 150 days;
3. The issuance by any court of competent jurisdiction of an injunction that prevents or restrains the use of the Airport or the Premises that continues for at least 150 days; or
4. The default by the City in the performance of any covenant or obligation on the part of the City to be performed, and the failure of the City to remedy the default for 60 days after receipt from Developer of written notice to remedy the same.

B. Termination by City - Without limiting any other rights and remedies to which City may be entitled at common law, statutory law, or as elsewhere provided in this Lease, this Lease may be terminated by the City if Developer:

1. Is in arrears in paying the rent, fees, or other charges due under this Lease for ten (10) business days ("business" days are Monday through Friday inclusive) after written notice, or such other time as may be provided herein (provided City has given written notice of such arrearages to Sublessee and has provided Sublessee with at least ten (10) business days to pay or cause to be paid those arrearages);

2. Makes a general assignment for the benefit of creditors;

3. Abandons the Premises ["abandon" shall mean failing to operate a business in the Improvements to the Premises for a period in excess on one (1) year];

4. Otherwise defaults in the performance of any of other material covenant of this Lease and continues the default for thirty (30) days, or such other time as may be provided herein, after receipt of written notice from Aviation Director of the default. If the default cannot reasonably be cured within said 30 days or within any other time as set out in the notice of default, Developer shall be deemed to have cured the default if it commences the remedy process within the applicable period and thereafter diligently prosecutes the same to completion.

C. City's Right to Entry Upon Termination - If City terminates this Lease or if Developer abandons the Premises, the City may enter upon the Premises.

In the event of termination by the City, the Aviation Director may enter onto the Premises to remove any and all persons or property from the Premises and place any property in storage for the account of and at the expense of Developer. **All property on the Premises is hereby subjected to a contractual landlord's lien to secure payment of delinquent rent and other sums due and unpaid under this Lease, any and all exemption laws are hereby expressly waived in favor of said landlord's lien; and it is agreed that said landlord's lien is not a waiver of any statutory or other lien given or which may be given to City but is in addition thereto.**

In the case of default, if Developer fails to remove any of its property on the Premises within thirty (30) days following the written notice of default, Aviation Director may sell the property found on the Premises at a public or private sale with proceeds of the sale applied first to the cost of the sale, then to the cost of storage of the property, if any, and then to the indebtedness of Developer, with the surplus, if any, to be mailed to Developer at the address herein designated. **Developer further agrees to hold harmless and indemnify City, including its officers, agents, and employees, against, from any loss or damage or claim arising out of City's action in collecting monies owed to it under this paragraph, except for any loss, damage, or claim caused by the gross negligence or willful misconduct of City or its employees.**

D. Notice of Termination - If an event of material default occurs, and after due written notice identifying the default the defaulting party has failed to cure or failed to commence to cure, the complaining party may at any time after the expiration of any such cure period terminate this Lease by providing written notice of termination to the defaulting party. The Lease will be terminated on the date specified in the notice but not sooner than thirty (30) business days after the postmarked date of the notice. Rental payments are payable only to the date of termination. This subsection is subject to the requirements set out in subsection C of this section.

E. Partial Destruction - If the Premises or Developer's Improvements are partially damaged due to acts of God or other acts outside the control of the Developer or City, to the extent that Sublessee cannot use the Premises for its intended use, then, at Developer's option, this Lease may be terminated or instead may be suspended until the damage is repaired. If the Lease is suspended, Developer and City will mutually agree on a time period for Developer to repair the damages to the Premises or Improvements. If the Lease is terminated, as provided for herein, the rent will be abated from the date of the casualty; provided, however, that Developer must use its insurance proceeds to either replace the Improvements or remove all trace of the Improvements and return the Premises to a state of raw land. All remaining insurance proceeds will be paid to Developer. The City Manager of the City is the sole judge of the extent of damage to the Airport.

F. Notice to Sublessee - Notwithstanding anything herein to the contrary, if Developer is in default of any term, provision, covenant or condition of this Lease, City shall give written notice to Sublessee at the address set forth in **Section 30**; and Sublessee shall have a time to cure the default, or cause the default to be cured, equal to the time provided to Developer under this Lease. The time for Sublessee's opportunity to cure shall be computed from the day it actually received notice from the City of Developer's default. If the City is in default of any term, provision, covenant or condition of this Lease, Developer shall give written notice to Sublessee at the address set forth in **Section 30**.

24. Property Rights upon Expiration or Termination:

A. **Removal of Equipment** - Upon the expiration or earlier termination of this Lease, City shall, by written notice to any sublessee, permit the sublessee to remove all removable furniture, fixtures and equipment installed by the sublessee so long as it removes same within the time period set forth in the notice, but in no event less than thirty (30) calendar days after termination or expiration of the Lease. The City may require any damage to the Premises caused by any sublessee's removal of its property to be repaired at the Developer's expense within fifteen (15) business days after termination or expiration of the Lease. Such repairs must be made to the reasonable satisfaction of Aviation Director. Any fuel storage facilities installed **must** be removed prior to vacating the Premises, regardless of circumstances.

Notwithstanding the foregoing, if any sublessee fails to remove its removable furniture, fixtures and equipment within thirty (30) days after the date determined in the notice, then Aviation Director may, at its option, take title to the said personal property and sell store or salvage the same, as permitted by law. Any net expense Aviation Director incurs on behalf of City in disposing of the any sublessee's personal property shall be billed to that sublessee directly by the Aviation Director. The Aviation Director will provide any sublessee with a written itemized breakdown of the costs recaptured, if any, by the sale, storage or salvage of the property, and the balance due, which is expected to be paid by the sublessee upon receipt of said itemized breakdown.

B. **New Lease - Do Not Remove Equipment** - If City and Developer negotiate a new Lease after the expiration of this Lease, there shall be no requirement to remove its furniture, fixtures and equipment from the Premises.

C. **Improvements Revert to City** - Except for the right of any sublessee to remove personal property (subject to **Sections 23 and 24**) at the expiration of the Lease, all permanent Improvements placed or constructed on the Premises by Developer revert to City.

D. **Holdover** - Any holding over by Developer of the Premises after the expiration or other earlier termination of this Lease shall be on a month-to-month tenancy at sufferance, at the then current monthly rent and subject to surrender upon thirty (30) days' prior written notice. Failure to timely surrender the Premises following such written notice subjects Developer to a monthly holdover fee of the then current monthly rent for each month of delay.

25. Re-delivery of Premises: Upon the expiration or earlier termination of this Lease, Developer shall deliver the Premises to City peaceably, quietly and in as good condition as the same now are or may be hereafter improved by Developer or City, normal use and wear thereof excepted. In addition to a landlord's lien provided by the law of the State of Texas, the City has a contractual lien on all property of Developer on the Premises as security for nonpayment of rent.

26. Developer's Maintenance Obligations:

A. **Premises** - Developer shall maintain the Premises and Improvements in good appearance and repair and in a safe condition at its expense. Developer shall maintain, repair, replace, paint, or otherwise finish all leasehold Improvements on the Premises (including, without

limitation, walls, partitions, floors, ceilings, windows, doors, and glass, and all furnishings, fixtures, and equipment therein). All of the maintenance, repairs, finishing and replacements must be of quality at least equal to the original in materials and workmanship. Developer shall, as much as practicable, ensure that the Premises are maintained free of foreign object debris.

B. **Quality of Maintenance** - It is the intent of Aviation Director and Developer that the Improvements will be maintained in a manner that shall keep the Improvements intact, in good repair, and in a condition so that said Improvements will be usable at the end of the Lease. Developer must comply with the maintenance obligations and with all-applicable governmental laws, rules, or regulations. Aviation Director is the sole judge of the quality of Developer's maintenance, which must be reasonable and consistent with other properties. Aviation Director may at any time, during City's normal business hours, upon prior notice unless an emergency exists, enter upon the Premises to determine if the maintenance requirements of this Lease are being complied with. Aviation Director must notify Developer in writing of any default. If the required maintenance in Aviation Director's notice to Developer is not commenced within fifteen (15) business days after receipt of such written notice, or is not diligently prosecuted to completion, Aviation Director may enter upon the Premises and perform the subject maintenance, and Developer agrees to reimburse the Airport for its cost plus a fifteen percent (15%) administrative fee within thirty (30) days after Aviation Director's written demand therefore, together with copies of all paid receipts for such repairs and maintenance.

C. **Correct Hazards** - Developer must immediately correct or cause to be corrected any hazardous or potentially hazardous condition on the Premises upon knowledge thereof, or after receipt of notice from Aviation Director. At Aviation Director's reasonable discretion, the operations in the Premises, or affected portion of the Premises, may be restrained or stopped until the hazardous or potentially hazardous condition is removed or corrected.

27. City's Obligations:

A. To operate the Corpus Christi International Airport as a public airport during the Lease term, subject to the assurances given by City to the United States Government.

B. To make water, gas and wastewater service available to the Premises property line on the same basis as it is made available to all businesses operating at the Airport. Developer must pay in full all utility usage charges for water, gas, wastewater, electricity and other utilities supplied to the Premises during the Lease term as the charges become due and payable.

28. Indemnification:

A. **General** – **Developer must indemnify, hold harmless, defend and insure the City, its officers, agents, and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the City, its officers, agents, or employees arising directly or indirectly from or in any way connected with (i) any property damaged or loss, personal injury, including death, or adverse effect on the environment arising out of Developer's action or inaction with regard to the operations of Developer hereunder, including the use or occupancy of the Premises, or in providing access to secured areas of the Airport as set out herein, excepting only that liability as may result from the gross negligence or the willful misconduct of the City, including its officers, agents, and employees; (ii) the failure of Developer, its officers, agents or employees, to comply with the terms and**

conditions of this Lease, or to comply with any applicable federal, state, or local laws, rules, regulations, or orders including, but not limited to, any and all applicable federal, state, or local environmental laws, rules, regulations, or orders; or (iii) release of any hazardous or regulated substances or waste onto, into, or from the Premises or other Airport property, connected in any way with the operations or the action or inaction of the Developer its officers, agents or employees, regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of the occurrence. The rights and obligations set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

B. Special Claims - Developer agrees to defend, at its own cost, and to protect, indemnify, and otherwise hold harmless, the City, including its officers, agents, and employees (including but not restricted to the posting of bond and release of attachment) from and against any and all claims in any way arising out of or in connection with the construction, repair, or maintenance work undertaken hereunder by, through or on behalf of Developer, including but not restricted to attachments, liens or levies, and whether or not the claim is meritorious, made, failed or asserted by any party other than Developer or Sublessee against the City, including its officers, agents, and employees or the Premises or Improvements thereon or part thereof, or monies owing to the Airport.

C. Notice - Notwithstanding the above identifications, Developer must give Aviation Director notice of any matter covered hereby and forward to Aviation Director copies of every demand, notice, summons, or other process received in any claim or legal proceeding covered hereby within ten (10) working days of Developer's receipt of said notice, demand, summons, or other process.

D. Intentionally omitted.

29. Insurance: Developer must provide insurance in the amounts and types of coverages required by the City's Risk Manager ("Risk Manager"), a copy of which is attached and incorporated as **Exhibit C**. Developer must cause certificate(s) of insurance to be provided to the Aviation Director and Risk Manager thirty (30) days prior to the annual anniversary date of the effective date of the Lease, which shows the level and type of insurance. The issuer of the certificate of insurance must provide Aviation Director thirty (30) days written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

Risk Manager will annually assess the level and types of insurance required by the Lease. Risk Manager can reasonably increase or decrease the level or types of insurance by giving Developer notice *no less than* sixty (60) days prior to the annual anniversary date of the effective date of the Lease. Developer shall have thirty (30) days to procure the changed insurance and provide written proof of insurance to Aviation Director.

All insurance required by this Lease must be primary insurance and not in excess of or contributing with other insurance which Developer may carry. All policies must name City as an additional insured. The applicable insurance policies required by this Lease must apply separately to City as if separate policies had been issued to Developer and City.

The amounts of all required insurance policies must not be deemed a limitation of Developer's covenant to indemnify City and, if Developer or City becomes liable in an amount in excess of the amount(s) of said policies, then Developer must indemnify City from the whole

thereof, except in the event of grossly negligent or willful misconduct on the part of City, its officers, or employees.

30. Notice: Notices are sufficient if in writing and sent by certified mail, return receipt requested, postage prepaid, or by overnight delivery service with proof of delivery, or by facsimile followed by written notice confirmed by mail or other delivery service, as addressed below:

If to City:

Director of Aviation
Corpus Christi International Airport
1000 International Drive
Corpus Christi, Texas 78406
Office: (361) 289-0171
Fax: (361) 289-1251

If to Developer: Corpus Christi Developments I, L.L.C.
doing business as Corpus Christi FXG, L.L.C.
4520 Madison, Suite 100
Kansas City, Missouri 64111
Office: (816) 389-5700
Fax: (816) 389-5701

Any notice required to be given to Sublessee:

FedEx Ground Package System, Inc.
1000 FedEx Drive
Moon Township, PA 15108
Attention: Real Estate Department – Facility #784
Office: (412) 269-1000
Fax: (412) 859-2655

Or to any other address that may be designated in writing from time to time by the parties.

31. GENERAL PROVISIONS:

A. Mineral Rights - City expressly reserves all water, gas, oil and mineral rights in and under the soil beneath the Premises in which it holds an interest, but testing for and/or removal of any such City-owned gas, oil, or minerals shall be done in a manner so as not to disturb the Premises or disrupt the operation of the business being conducted thereon.

B. No Waiver of Forfeiture - Any failure or neglect of City or Developer at any time to declare a forfeiture of this Lease for any breach or default whatsoever hereunder does not waive City's or Developer's right thereafter to declare a forfeiture for like or other or succeeding breach or default.

C. Force Majeure - Neither City nor Developer will be deemed to be in breach of this Lease if either is prevented from performing any of its obligations hereunder by reason of force majeure. "Force Majeure" for the purposes of this Lease means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or snow, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform. All of the foregoing events excuse the performance by either party for a

period equal to any prevention, delay, or stoppage, including the obligations imposed with regard to commencement or payment of rental and other charges to be paid by Developer pursuant to this Lease and the obligation of City to deliver the Premises.

D. Quiet Enjoyment - City covenants that it has the authority to execute this Lease, that at commencement of the Lease, City has good title to the Premises and that throughout the term hereof, Developer will have peaceful and uninterrupted possession of the Premises subject to Developer's payment of rent and other charges and to its performance of the covenants of this Lease. City agrees to remedy any violation of quiet enjoyment caused by City or one of the other tenants and to honor Developer's tenancy for the term of the Lease.

E. Rules and Regulations - Aviation Director may adopt and enforce reasonable rules and regulations to be uniformly applied to similar uses and users of similar space, which Developer agrees to observe and obey with respect to the use of the Premises and the health, safety and welfare of those using the Premises.

F. Venue - Venue of any action brought under this Lease lies in Nueces County, Texas, exclusively, where the Lease was executed and will be performed.

G. Successors and Assigns - Subject to the limitations upon assignment and transfer herein contained, this Lease binds and inures to the benefit of the parties hereto, and their respective successors and assigns.

H. No Third Party Benefit - No provision of this Lease creates a third party claim against the City or the Developer beyond that which may legally exist in the absence of any such provision.

I. Taxes and Licenses - Developer must cause to be paid any and all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Premises, leasehold Improvements, or operations hereunder and upon Developer's rights to use the Premises, whether the taxes are assessed against Developer or City, prior to the past due date. Developer shall cause to be paid any and all sales taxes arising in connection with the occupancy or use of the Premises whether the taxes are assessed against the Developer, any sublessee or City. Developer must obtain and pay for all licenses or permits necessary or required by law for the construction of Improvements and must require any sublessee to obtain and pay for all licenses and permits necessary or required by law for the installation of equipment and furnishings and any other licenses necessary for the conduct of its operations hereunder. If Developer wishes to contest any tax or charge, that contest will not be a default under the Lease so long as Developer diligently prosecutes the contest to conclusion and promptly pays whatever tax is ultimately owed. Further, Developer shall cause any taxes not being contested to be paid prior to the past due date.

J. Trash and Refuse - Developer must arrange for the collection and lawful disposal of all trash and other refuse resulting from operations on the Premises; must provide and use suitable sealed fireproof receptacles approved by Aviation Director for all trash and other refuse generated by the use of the Premises; must prohibit piling of boxes, barrels or other similar items in or within view from a public area; must comply with all applicable laws and regulations relative to trash disposal; and must pay or cause to be paid the costs associated with trash removal and disposal.

K. Terms Binding on Successors and Assigns - All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Developer and City.

L. Estoppel - Both parties agree that, at any time and from time to time at reasonable intervals, within fifteen (15) business days after written request by the other party, said receiving party will execute, acknowledge and deliver to the party designated by the requesting party, a certificate in a form as may from time to time be provided, certifying to the extent true and correct the following, as well as any other provision reasonably requested by the other party: (a) that Developer's Sublessee has entered into occupancy of the Premises and the date of said entry if requested; (b) that this Lease is in full force and effect, and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same); (c) that this Lease represents the entire agreement between City and Developer as to the subject matter hereof (or if there has been any assignment, modification, supplement or amendment, identifying the same); (d) the date of commencement and expiration of the term; (e) that all conditions under this Lease to be performed by City, if any, have been satisfied (and if not, what conditions remain unperformed); (f) that, to the knowledge of the signor of said writing, no default exists in the performance or observance of any covenant or condition in this Lease and there are no then-existing defense or offsets against the enforcement of this Lease by City or, instead, specifying each default, defense or offset of which the signor may have knowledge; and (g) the amount of rent or other charges, if any, that has been paid in advance and the amount of security, if any, that has been deposited with City.

M. Leasehold Mortgage - As used herein, "**Leasehold Mortgage**" means the mortgage or deed of trust covering Developer's leasehold interest in this Lease given by Developer to leasehold mortgagee to secure repayment of funds advanced or to be advanced by a leasehold mortgagee to Developer to construct facilities on the Premises (the "Project"). As used herein, "**Leasehold Mortgagee**" means the mortgagee or beneficiary under the Leasehold Mortgage. As used herein, "**mortgage**" means any mortgage, deed of trust or other indenture consisting of a lien on Developer's leasehold interest created hereunder, together with a promissory note or obligation or bond which it secures. Subject to the conditions set forth herein, Developer may mortgage its leasehold interest created hereunder, solely for the purpose of (1) obtaining financing to construct the Project, including any additional construction or alteration thereof, made subsequent to the initial construction, (2) refinancing said construction mortgage, and (3) providing financing in connection with the assignment or transfer by Developer of its interest in this Lease and its leasehold interest created hereunder; provided, however, that with respect to the financing described in clauses (2) and (3) above, the principal amount of any mortgage must not be greater than the original principal amount of the mortgage obtained to construct the Project, including any additional construction or alteration thereof, made subsequent to the initial construction, and as provided:

1. Said mortgage in no way affects or diminishes City's interest in the Premises, or its rights under this Lease, nor relieves Developer of any of its obligations hereunder;

2. Under no circumstances is City's leasehold interest in the Premises subordinate to said mortgage;

3. Said mortgage covers no interests in any real property other than Developer's leasehold interest in the Premises hereunder; and

4. The making of said mortgage by Developer will not be deemed to constitute an assignment or transfer of this Lease, nor will any mortgagee be deemed an assignee or transferee of this Lease.

5. Rights of Leasehold Mortgagees:

a. No Leasehold Mortgage is binding upon City in the enforcement of

its rights and remedies under this Lease unless and until a copy thereof has been delivered to Aviation Director;

b. City Manager agrees to execute an estoppel certificate and any other similar documentation as may reasonably be required by Leasehold Mortgagee so as to certify to the status of this Lease and to the performance of Developer hereunder as of the date of said certification;

c. Developer shall furnish Aviation Director a written notice setting forth the name and address of any Leasehold Mortgagee; and

d. If a Leasehold Mortgagee or purchaser at foreclosure of the mortgage acquires Developer's leasehold interest in the Premises by virtue of the default of Developer under the mortgage or otherwise, this Lease will continue in full force and effect so long as Leasehold Mortgagee or purchaser at foreclosure is not in default hereunder, including the obligation to timely pay rent. For the period of time during which Leasehold Mortgagee or any purchaser at foreclosure of a mortgage holds Developer's leasehold interest in the Premises, Leasehold Mortgagee or said purchaser becomes liable and fully bound by the provisions of this Lease.

6. With respect to any Leasehold Mortgagee of the Premises, City agrees that the following apply:

a. If requested by a Leasehold Mortgagee, who is duly registered in writing with Aviation Director, any notice from City affecting the Premises must be simultaneously delivered to Developer and said Leasehold Mortgagee at its registered address, and if so registered, no notice of default or termination of this Lease affecting the Premises given by City shall be deemed legally effective until and unless like notice has been given by Aviation Director to said Leasehold Mortgagee;

b. Any Leasehold Mortgagee entitled to said notice shall have any and all rights of Developer with respect to the curing of any default hereunder by Developer; and

c. City will not enter into any material modification of this Lease affecting the Premises without the prior written consent thereto of each Leasehold Mortgagee entitled to notice as provided in this **Section 31**. The foregoing does not apply nor may it be construed to apply to any right City may have to terminate this Lease pursuant to its terms. Developer must provide any Leasehold Mortgagee with notice of any proposed modification.

7. If City elects to terminate this Lease for any material default by Developer with respect to the Premises, the Leasehold Mortgagee that has become entitled to notice as provided in this section has not only any and all rights of Developer with respect to the curing of any default, but also the right to postpone and extend the specified termination date of the Lease ("**Leasehold Mortgagee's Right to Postpone**"), contained in any notice of termination by City to Developer ("**Termination Notice**"), for a maximum of ninety (90) days, subject to the following conditions:

a. Leasehold Mortgagee must give Aviation Director written notice of the exercise of Leasehold Mortgagee's Right to Postpone at least ten (10) days prior to the date of termination specified by Aviation Director in the Termination Notice and simultaneously pay to City all amounts required to cure all defaults then existing (as of the date of the exercise of Leasehold Mortgagee's Right to Postpone) which may be cured by the payment of a sum of money.

b. If Leasehold Mortgagee's Right to Postpone is exercised, Leasehold Mortgagee must pay any sums and charges which may be due and owing by Developer and promptly undertake to cure, diligently prosecute, and as soon as reasonably possible, complete the cure of all defaults of Developer with respect to the Premises which are susceptible to being cured by Leasehold Mortgagee. Leasehold Mortgagee's exercise of its Right to Postpone may extend the date for the termination of this Lease specified in the Termination Notice for a maximum of six (6) months.

c. If, before the date specified for the termination of this Lease as extended by a Leasehold Mortgagee's exercise of its Right to Postpone, Leasehold Mortgagee has performed and observed all of Developer's covenants and conditions under the Lease with respect to the Premises and no further defaults with respect to the Premises have occurred which have not been timely cured, then all defaults under this Lease, with respect to the Premises, will be deemed to have been cured and City's Termination Notice will be deemed to have been withdrawn.

d. Nothing herein may be deemed to impose any obligation on City's part to deliver physical possession of the Premises to a Leasehold Mortgagee.

e. If more than one Leasehold Mortgagee seeks to exercise any of the rights provided for in this **Section 31**, the most senior lien holder is entitled, as against the others, to exercise said rights. Should a dispute arise among Leasehold Mortgagees regarding the priority of lien, Leasehold Mortgagees must provide evidence substantiating the correct priority of the competing liens to the satisfaction of the City Attorney prior to taking any action with respect to exercising said lienholder rights.

N. Intentionally Omitted.

O. Radio Antenna - Subject to Aviation Director's prior written approval as to height and location, which will not be unreasonably withheld, conditioned or delayed, Developer may furnish and install, at its own expense, a radio antenna either adjacent to the Improvements or on the roof of the Improvements on the Premises subject to (a) any and all federal, state and local laws, ordinances, statutes, rules, regulations and orders applicable thereto; (b) Developer's obtaining any and all building and other permits, licenses and other approvals with respect thereto; (c) the antenna and building both must be structurally sound and not adversely affect the soundness of, or the condition of, the roof and/or other parts of the building; and (d) any and all costs of maintaining and operating the same must be paid entirely by Developer. Upon the expiration or earlier termination of this Lease, Developer shall cause the removal of the antenna(s) and the restoration of any damage to the Improvements and Premises caused by the installation and/or removal thereof. Developer shall be responsible for all costs for the repair and maintenance of said installation of the antenna.

P. Intentionally Omitted.

Q. Intentionally Omitted.

R. Delegation – Any obligations of the Developer required by this Lease may be delegated to any sublessee by the terms of the sublease between the parties, provided that such delegation shall not relieve Developer of its liability and responsibilities under this Lease.

EXECUTED IN DUPLICATE ORIGINALS this 12th day of October, 2010, by the authorized representative of the parties.

Attest:

City of Corpus Christi

Mary Suarez
~~Armando Chapa~~ Mary Suarez
Asst. City Secretary

Angel R. Escobar
Angel R. Escobar
City Manager

Approved as to legal form on 9/3/2010
Elizabeth R. Hundley
Elizabeth R. Hundley
Assistant City Attorney
for the City Attorney

Ord. 028801 AUTHORIZED
BY COUNCIL 10/12/10
AC.
SECRETARY/KM.

Developer: Corpus Christi Developments 1, L.L.C., doing business as Corpus Christi FXG, L.L.C.

By: K. R. Jones
Name: Kevin R. Jones
Title: Managing Member
Date: September 2, 2010

ACKNOWLEDGMENT

STATE OF MISSOURI §
COUNTY OF JACKSON §

KNOW ALL BY THESE PRESENTS:

This instrument was acknowledged before me on September 2, 2010, by Kevin R. Jones, an authorized representative of Corpus Christi Developments 1, L.L.C., doing business as Corpus Christi FXG, L.L.C., a Texas limited liability company, on behalf of the company.

KATHLEEN NEEDHAM
NOTARY PUBLIC
STATE OF MISSOURI
JACKSON COUNTY
My Commission Expires
April 12, 2012



Kathleen Needham
Notary Public, State of Missouri



SUPPLIER NUMBER _____
TO BE ASSIGNED BY CITY
PURCHASING DIVISION

CITY OF CORPUS CHRISTI

DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certification and definitions.

COMPANY NAME: Corpus Christi Developments I, L.L.C.

P. O. Box: _____

STREET ADDRESS: 4520 Madison **CITY:** Kansas City, MO **ZIP:** 64111
Suite 100

FIRM IS: 1. Corporation ☐ 2. Partnership ☐ 3. Sole Owner ☐
4. Association ☐ 5. Other ☒ limited liability company

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm." NOT APPLICABLE 0%

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm." NOT APPLICABLE 0%

Name	Title
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm." NOT APPLICABLE 0%

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the City of Corpus Christi who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm." NOT APPLICABLE 0%

Name	Consultant
_____	_____
_____	_____
_____	_____

FILING REQUIREMENTS

If a person who request official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349(d)]

CERTIFICATION

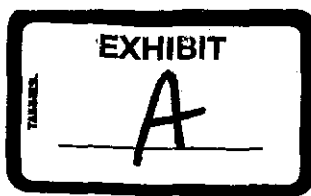
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: Kevin R. Jones Title: Managing Member

Signature of
Certifying Person:  Date: 9/8/2010

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit." An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.



LNK Inc.
ENGINEERS & CONSULTANTS
801 Navigation, Suite 300
Corpus Christi, Texas 78408
Phone: (361) 883-1984 Fax: (361) 883-1986

Field note description for an 8.18 acre tract of land out of Block 23, J. C. Russell Farm Blocks, a subdivision of Nueces County, Texas, recorded in Volume 3, Page 53, Map Records, Nueces County, Texas Map Records, said 8.18 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod set in the Northeast right of way line of Pinson Drive, for the most Westerly and beginning corner of the tract herein described, from whence the intersection of the Northeast right of way line of said Pinson Drive and the Southwest right of way line of State Highway 44, bears North 37°-07'-37" West, a distance of 703.39 feet;

Thence North 45°-18'-15" East, within said Block 23, J. C. Russell Farm Blocks, at approximately 515.55 feet pass the center of a pipeline running East -West in all, a distance of 517.77 feet to a 5/8 inch iron rod set for the Northwest corner of the tract herein described;

Thence South 89°-59'-43" East, at approximately 17.41 feet pass the center of a pipeline in all a distance of 159.83 feet to a 5/8 inch iron rod set for a corner of the tract herein described;

Thence South 44°-41'-45" East, a distance of 393.51 feet to a 5/8 inch iron rod set for a corner of the tract herein described;

Thence South 18°-39'-58" East, still within said Block 23, J. C. Russell Farm Blocks, a distance of 163.72 feet to a 5/8 inch iron rod found in the adopted north right of way line of Business Centre Boulevard, for the most Easterly corner of the tract herein described;

Thence in a Westerly and Southwesterly direction with said adopted North and Northwest right of way line of said Business Centre Boulevard, and with the arc of a circular curve to the left, whose Central Angle is 43°-01'-52", whose Radius is 330.00 feet, Chord Bearing N 67°-07'-49" E, an Arc Distance of 247.84 feet tot a 5/8 inch iron rod found for the P.T. of said curve and for a corner of the tract herein described;

Thence South 45°-36'-53" West, with the adopted Northwest right of way line of said Business Centre Boulevard, a distance of 319.92 feet to a 5/8 inch iron rod found for the Point of Curve of a circular curve in the Northeast right of way line of said Pinson Drive and for a corner of the point herein described;

Thence in a Westerly and Northwesterly direction, with the arc of said circular curve, whose Central Angle is $89^{\circ}-41'-22''$ whose Radius is 15.00 feet, a Chord Bearing $N 89^{\circ}-32'-26'' W$, an Arc Distance of 23.48 feet to a 5/8 inch iron rod found for the Point of Tangency of said curve and for a corner of the tract herein described;

Thence North $44^{\circ}-41'-45''$ West, with the Northeast right of way line of said Pinson Drive, a distance of 546.32 feet to the Point of Beginning.

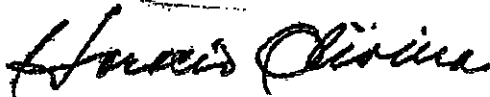
Containing more or less 8.18 acres of land.

Basis for Bearings Texas State Plane, Zone 4205, Texas South Zone (NAD-83).

State of Texas
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction, and that this description conforms to the current Texas Surveyor's Association Standards and Specifications for a Category I-A, Land Title Survey.

This the 29th day of MARCH 2010.



Horacio Oliveira
State of Texas License No. 1415







INSURANCE REQUIREMENTS

1. LESSEE'S LIABILITY INSURANCE

- A. The Lessee must not commence work under this agreement until he/she has obtained all insurance required herein and such insurance has been approved by the City Manager, or designee, ("City Manager"). Nor may the Lessee allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained. Each subcontractor must obtain equivalent insurance as that required of Lessee.
- B. The Lessee must furnish to the City's Risk Manager 2 copies of Certificates of Insurance, with the City named as an additional insured for all liability policies, and a blanket waiver of subrogation on all applicable policies showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates	Bodily Injury and Property Damage
Commercial General Liability including: 1. Commercial Form 2. Premises - Operations 3. Products/ Completed Operations Hazard 4. Contractual Insurance 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury	\$1,000,000 COMBINED SINGLE LIMIT
AUTOMOBILE LIABILITY--OWNED NON-OWNED OR RENTED	\$1,000,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND PARAGRAPH II OF THIS EXHIBIT
EMPLOYERS' LIABILITY	\$100,000
BUILDERS RISK 1. All Risk Form	Equal to total cost of construction, must be carried until construction is completed and accepted by Lessee. In the event of future construction, this requirement will apply in the same manner to the total cost of construction.
PROPERTY and CAUSUALTY INSURANCE Against loss or damage to improvements due to fire, lightning and all other perils included in standard extended coverage policies including vandalism and malicious mischief	\$ NO LESS THAN 90% OF REPLACEMENT VALUE, requirement begins upon completion and acceptance of construction by Lessee.

- C. In the event of accidents of any kind, the Lessee must furnish the Risk Manager with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

II. ADDITIONAL REQUIREMENTS

- A. The Lessee must obtain workers' compensation coverage through a licensed insurance company or through self-insurance obtained in accordance with Texas law. If such coverage is obtained through a licensed company, the contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance.

If such coverage is provided through self-insurance, then within 10 calendar days after the date the Contract Administrator requests that the Lessee sign the contract documents, the Lessee must provide the Risk Manager with a copy of its certificate of authority to self-insure its workers' compensation coverage, as well as a letter signed by the Lessee stating that the certificate of authority to self-insure remains in effect and is not subject to any revocation proceeding then pending before the Texas Workers' Compensation Commission. Further, if at any time before final acceptance of the Work by the Lessee, such certificate of authority to self-insure is revoked or is made the subject of any proceeding which could result in revocation of the certificate, then the Lessee must immediately provide written notice of such facts to the City Manager, by certified mail, return receipt requested directed to City of Corpus Christi, Aviation Department, P.O. Box 9277, Corpus Christi, TX 78469-9277 - Attention: Contract Administrator.

Whether workers' compensation coverage is provided through a licensed insurance company or through self-insurance, the coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Lessee will be promptly met.

B. Certificate of Insurance:

- * The City of Corpus Christi must be named as an additional insured on the liability coverage, except for the Workers' Compensation coverage and a blanket waiver of subrogation on all applicable policies.
- * If your insurance company uses the standard ACORD form, the cancellation clause (bottom right) must be amended by adding the wording "changed or" between "be" and "canceled", and deleting the words, "endeavor to", and deleting the wording after "left".
- * The name of the project must be listed under "Description of Operations"
- * At a minimum, a 30-day written notice of change or cancellation is required.

- C. If the Certificate of Insurance on its face does not show on its face the existence of the coverage required by items 1.B (1)-(8), an authorized representative of the insurance company must include a letter specifically stating whether items 1.B. (1)-(8) are included or excluded.

III. A completed **Disclosure of Interest** must be submitted with your proposal.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF NUECES

§

§

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "**Assignment**") is effective as of the 1st day of October, 2011 (the "**Effective Date**"), by and between **CORPUS CHRISTI DEVELOPMENT 1, L.L.C.**, a Missouri limited liability company d/b/a Corpus Christi FXG, L.L.C. ("**Assignor**") and **MREIC CORPUS CHRISTI TX, LLC**, a Texas limited liability company ("**Assignee**"), with mailing address of Juniper Business Plaza, 3499 Route 9 North, Suite 3-C, Freehold, New Jersey 07728, Attn: Mr. Eugene W. Landy, President.

RECITALS

WHEREAS, Assignor, as "Developer", has entered into a Ground Lease dated October 12, 2010, with **CITY OF CORPUS CHRISTI** ("**Master Landlord**"), as "Tenant", covering certain real property located in Nueces County, Texas, as more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "**Property**"), a true and correct copy of which is attached hereto as **EXHIBIT B** ("**Lease**").

WHEREAS, Assignor desires to assign and transfer to Assignee all of the rights and benefits of Assignor as "Developer" under the Lease upon the terms set forth below.

WHEREAS, by Assignment and Assumption of Sublease of even date herewith, Assignor has granted, sold, and conveyed to Assignee all of Assignor's interest as "Landlord" under that certain Sublease dated October 4, 2010, between Assignor and FedEx Ground Package System, Inc. covering the Property.

WHEREAS, at public hearing on August 23, 2011, the City Council of the **CITY OF CORPUS CHRISTI** ("**City Council**") consented to this Assignment and Assumption of Lease and authorized the City Manager to execute the Landlord's Consent and Estoppel Certificate appended hereto.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby ASSIGNS, TRANSFERS, SETS OVER, CONVEYS, and DELIVERS unto Assignee all of Assignor's interest in the Lease.

TO HAVE AND TO HOLD the Assignor's interest in the Lease, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee, Assignee's successors and assigns forever; and Assignor does hereby bind Assignor, and Assignor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Assignor's interest in the Lease, unto Assignee, and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

By execution hereof, Assignee assumes and is obligated to keep, fulfill, observe, perform and discharge each and every covenant, duty, debt, and obligation of the "Developer" that may accrue and become performable, due, or owing on after the Effective Date under the terms, provisions and conditions of the Lease.

Assignor agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage, or expense, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with Assignor's performance of or failure to perform any duties or obligations accruing under the Lease prior to the Effective Date. Assignee agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage, or expense, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with Assignee's performance of or failure to perform any duties or obligations accruing under the Lease on or after the Effective Date.

Assignor represents and warrants to Assignee that as of the Effective Date:

(a) Assignor is the current owner and holder of all rights, titles, and interests of the "Developer" under the Lease, and Assignor's rights, title, and interest in the Lease have not been assigned, transferred, or mortgaged to any other party;

(b) there are no uncured defaults by Assignor under the Lease nor does any condition exist that, with the passage of time or the giving of notice or both, would constitute a default of Assignor under the Lease;

(c) to the best of Assignor's knowledge, there is no uncured default by time or the giving of notice or both, would constitute a default by Master Landlord under the Lease;

(d) Attached hereto as **EXHIBIT B** is a true, correct and complete copy of the Lease, including all amendments, addenda, and other modifications thereto;

(e) The Lease contains the entire agreement between Assignor and Master Landlord and has not been amended, modified, or changed in any respect except as reflected in **EXHIBIT B**;

(f) the Lease is in full force and effect;

(g) there are no lease commissions or other fees payable to any real estate broker or agent in connection with this transaction arising by, through, or under Assignor; and.

(h) Master Landlord agrees to pay to Assignor \$25,801.80 upon issuance of the Certificate of Occupancy, in full satisfaction of Paragraph 6 of the Lease.

Assignor and Assignee each agree to execute and deliver such other documents and instruments as may be necessary or appropriate to transfer, assign, convey and deliver the Lease and to otherwise accomplish the purposes and intent of this Assignment.

Assignee shall promptly record a copy of the fully executed Assignment and Assumption Agreement in the Official Public Records of Nueces County, Texas.

Assignee may not assign or transfer the Lease without the prior written consent of the City Council expressed by Ordinance.

This Assignment is binding upon and inures to the benefit of the parties and their respective legal representatives, successors, and assigns.

This Assignment may be executed in any number of counterparts, each of which will be deemed an original, and all of which -- taken together -- will constitute a single instrument. Executed pages from any counterpart may be attached to another counterpart to form a complete document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below, but to be effective as of the Effective Date.

ASSIGNOR:

CORPUS CHRISTI DEVELOPMENT 1, L.L.C.,
a Missouri limited liability company
d/b/a Corpus Christi FXG, L.L.C.

By: [Signature]
Name: Kevin R. Jones
Title: Manager

STATE OF MISSOURI §
COUNTY OF Jackson §

This instrument was acknowledged before me on the 7th day of September, 2011, by Kevin R. Jones, the Manager of **CORPUS CHRISTI DEVELOPMENT 1, LLC.**, a Missouri limited liability company, on behalf of said entity.



KATHLEEN NEEDHAM
NOTARY PUBLIC
NOTARY SEAL
State of Missouri
Jackson County
My Commission Expires
April 12, 2012

[Signature]
Notary Public, State of MISSOURI
Printed Name: Kathleen Needham
My commission expires: 4-12-2012

(Signatures continued on next page)

ASSIGNEE:

MREIC CORPUS CHRISTI TX, LLC,
a Texas limited liability company

By: Monmouth Real Estate Investment Corporation,
a Maryland corporation,
its Member

By: Allison Nagelberg
Name: Allison Nagelberg
Title: General Counsel

STATE OF NY §
§
COUNTY OF Monmouth §

This instrument was acknowledged before me on the 8th day of September, 2011, by Allison Nagelberg, the general counsel of Monmouth Real Estate Investment Corporation, a Maryland corporation, member, on behalf of **MREIC CORPUS CHRISTI TX, LLC**, a Texas limited liability company.

Robin E. Offsey
Notary Public, State of New Jersey
Printed Name: Robin E. Offsey

My commission expires: ROBIN E. OFFSEY
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES DEC 9 2014

**EXHIBIT A
LEGAL DESCRIPTION**

**LNK Inc.
ENGINEERS & CONSULTANTS
801 Navigation, Suite 300
Corpus Christi, Texas 78408
Phone: (361) 883-1984 Fax: (361) 883-1986**

Field note description for an 8.18 acre tract of land out of Block 23, J. C. Russell Farm Blocks, a subdivision of Nueces County, Texas, recorded in Volume 3, Page 53, Map Records, Nueces County, Texas Map Records, said 8.18 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod set in the Northeast right of way line of Pinson Drive, for the most Westerly and beginning corner of the tract herein described, from whence the intersection of the Northeast right of way line of said Pinson Drive and the Southwest right of way line of State Highway 44, bears North 37°-07'-37" West, a distance of 703.39 feet;

Thence North 45°-18'-15" East, within said Block 23, J. C. Russell Farm Blocks, at approximately 380 feet, pass the center of a pipeline running East -West, as per survey done by Maverick Engineering, Inc., dated September 25, 2006, in all, a distance of 517.77 feet to a 5/8 inch iron rod set for the Northwest corner of the tract herein described;

Thence South 89°-59'-43" East, a distance of 159.83 feet to a 5/8 inch iron rod set for a corner of the tract herein described;

Thence South 44°-41'-45" East, at approximately 160 feet pass said pipeline as per Maverick Engineering, Inc. in all a distance of 393.51 feet to a 5/8 inch iron rod set for a corner of the tract herein described;

Thence South 18°-39'-58" East, still within said Block 23, J. C. Russell Farm Blocks, a distance of 163.72 feet to a 5/8 inch iron rod found in the adopted north right of way line of Business Centre Boulevard, for the most Easterly corner of the tract herein described;

Thence in a Westerly and Southwesterly direction with said adopted North and Northwest right of way line of said Business Centre Boulevard, and with the arc of a circular curve to the left, whose Central Angle is 43°-01'-52", whose Radius is 330.00 feet, Chord Bearing N 67°-07'-49" E, an Arc Distance of 247.84 feet tot a 5/8 inch iron rod found for the P.T. of said curve and for a corner of the tract herein described;

Thence South 45°-36'-53" West, with the adopted Northwest right of way line of said Business Centre Boulevard, a distance of 319.92 feet to a 5/8 inch iron rod found for the Point of Curve of a circular curve in the Northeast right of way line of said Pinson Drive and for a corner of the point herein described;

Thence in a Westerly and Northwesterly direction, with the arc of said circular curve, whose Central Angle is $89^{\circ}-41'-22''$ whose Radius is 15.00 feet, a Chord Bearing $N 89^{\circ}-32'-26'' W$, an Arc Distance of 23.48 feet to a 5/8 inch iron rod found for the Point of Tangency of said curve and for a corner of the tract herein described;

Thence North $44^{\circ}-41'-45''$ West, with the Northeast right of way line of said Pinson Drive, a distance of 546.32 feet to the Point of Beginning.

Containing more or less 8.18 acres of land.

Basis for Bearings Texas State Plane, Zone 4205, Texas South Zone (NAD-83).

State of Texas
County of Nueces

I, Horacio Oliveira, a Registered Professional Land Surveyor, of LNV Inc, do hereby certify that the foregoing Field Note Description was prepared from information of record and from a survey made on the ground under my direction, and that this description conforms to the current Texas Surveyor's Association Standards and Specifications for a Category 1-A, Land Title Survey.

This the 25th day of MARCH 2010.

Horacio Oliveira

Horacio Oliveira
State of Texas License No. 1415



EXHIBIT “B”

[Omitted for Recordation]

LANDLORD'S CONSENT AND ESTOPPEL CERTIFICATE

THIS LANDLORD'S CONSENT AND ESTOPPEL CERTIFICATE ("Certificate") dated ~~September~~ ^{October} 11, 2011, is made by the City of Corpus Christi ("**Landlord**") to the above ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment and Assumption of Ground Lease") for the benefit of **CORPUS CHRISTI DEVELOPMENT 1, L.L.C.**, a Missouri limited liability company d/b/a Corpus Christi FXG, L.L.C., ("**Assignor**"); and **MREIC CORPUS CHRISTI TX, LLC**, a Texas limited liability company ("**Assignee**"), with mailing address of Juniper Business Plaza, 3499 Route 9 North, Suite 3-C, Freehold, New Jersey 07728.

RECITALS

- A. Landlord has leased the Real Property to Assignor pursuant to a ground lease (the "**Lease**") dated October 12, 2010, a copy of which is attached to the above Assignment and Assumption of Ground Lease. The following information is a summary of the basic terms and conditions of the Lease:
- a. The Lease is for a base term of thirty (30) years commencing on the sixty-first (61st) day following final approval by the Landlord's City Council. The Lease commenced December 12, 2010, and shall expire December 11, 2040.
 - b. Rent is abated for the period beginning on the commencement date until the date of beneficial occupancy as determined by the issuance of a certificate of occupancy by the Landlord ("**Certificate of Occupancy**") or September 1, 2011, whichever is earlier.
 - c. Rent is due and payable on the first day of each calendar month of the Lease Term. Rent will be assessed as further defined in Section 7 of the lease, for the gross square footage of the Premises and paid on an annual basis to the Airport at the address show in Section 30 of the lease.
 - d. The Lease covers the real property described in the above Assignment and Assumption of Ground Lease.
 - e. The Real Property or its address is commonly known as 246 Glasson Drive, Corpus Christi, Texas 78406.
- B. Unless otherwise defined below, the capitalized terms herein shall have the meanings as set forth in the Assignment and Assumption of Ground Lease.

AGREEMENT

To induce Assignee to acquire Assignor's leasehold interest and for other valuable consideration, with knowledge that Assignee is relying thereon, Landlord hereby agrees with Assignee as follows:

1. **CONSENT.** Landlord acknowledges and agrees that it has fully consented to the assignment and transfer of Assignor's interest in the Lease to Assignee and to the assumption by Assignee of all obligations under the Lease. Additionally, Landlord consents to the lien of Sun National Bank and its successors and assigns attaching to Assignor's interest in the Lease. This consent will not be construed as a waiver of any rights Lessor may have against Assignor by reason of the past

performance of Assignor. No provision of this consent alters or modifies any of the terms and conditions of the Lease, including the requirement that the written consent of Lessor be obtained with respect to any future assignment of the Lease.

2. **ESTOPPEL.** Landlord represents and warrants to Assignee that:

2.1. **Lease in Effect.** A true and correct copy of the Lease is attached to Assignment and Assumption of Ground Lease. The Lease (i) has been duly executed and accepted by Landlord and Assignor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally.

2.2. **Waiver of Cancellation Right.** Landlord hereby waives any and all rights to cancel the Lease due to the failure of Assignor and FedEx Ground Package System, Inc. (“Sublessee”) to execute a build to suit sublease on or before October 1, 2010, as required by Paragraph 4 of the Lease. Landlord acknowledges and agrees that Assignor executed such sublease with Sublessee on October 4, 2010, and that such sublease is in full force and effect and is permitted under the terms of the Lease.

2.3. **Workers’ Compensation Insurance.** Landlord acknowledges and agrees that the requirement for the “Lessee” under the Lease to carry workers’ compensation and employer’s liability insurance does not apply to any such “Lessee” that does not have employees. However, worker’s compensation insurance is required once Lessee hires paid employees.

2.4. **No Default.** As of the date of this Certificate and to Landlord’s best knowledge and belief: (i) all conditions and obligations to be performed by either Landlord or Assignor under the Lease to the date hereof have been satisfied; (ii) there exists no breach, default, or event or condition which the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Assignor under the Lease, including any against rents due or to become due under the terms of the Lease. Further, Landlord agrees to pay to Assignor \$25,801.80 upon issuance of the Certificate of Occupancy, in full satisfaction of Paragraph 6 of the Lease.

2.5. **Entire Agreement.** The Lease constitutes the entire agreement between Landlord and Assignor with respect to the Lease of the Real Property.

2.6. **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease except as may be described above in the summary description of the Lease.

3. **MISCELLANEOUS PROVISIONS:** This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Texas. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Assignee that he or she has full power and authority to execute this Certificate on Landlord's behalf. Assignee shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Assignee. No delay or omission on the part of Assignee in exercising any right shall operate as a waiver of such right or any other right. A waiver by Assignee of a provision of this Certificate shall not constitute a waiver of or prejudice Assignee's right otherwise to demand strict compliance with that provision or any other provision. Commerce

Bank N.A. has provided Assignor and Landlord with written consent of this Assignment and Assumption Agreement, and a copy of consent by Commerce Bank N.A. is attached.

THIS CERTIFICATE IS DATED September 12, 2011

LANDLORD:

Approved as to form: 9.12.11

Lisa Aguilar
Lisa Aguilar
Assistant City Attorney
For City Attorney

CITY OF CORPUS CHRISTI

By: Margie C. Rose

Name: Margie C. Rose

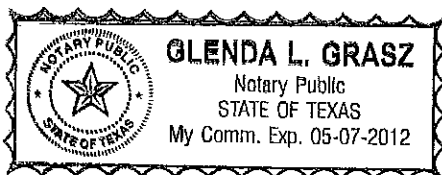
Title: Assistant City Manager

STATE OF TEXAS

§
§
§

COUNTY OF NUECES

This instrument was acknowledged before me on the 12th day of October, 2011, by Margie C. Rose, the Assistant City Manager on behalf of the City of Corpus Christi.



Glenda L. Grasz
Notary Public, State of Texas
Printed Name: Glenda L. Grasz
My commission expires: 5/7/12

Ord. 029237 AUTHORIZED
BY COUNCIL 10/11/11
A.C.
SECRETARY ssb.

CONSTRUCTION LENDER'S CONSENT TO ASSIGNMENT

This Consent ("Consent") is made August __ 2011, by Commerce Bank, a Missouri bank and trust company, formerly known as Commerce Bank, N.A. of 1000 Walnut, 18th Floor, Kansas City, Missouri 64106 (Lender) for the benefit of the **CITY OF CORPUS CHRISTI** ("**Ground Lessor**").

RECITALS

- A. Lender is the beneficiary of a Deed of Trust ("Deed of Trust") dated December 13, 2010 filed under Instrument File Number 2010045615 and refiled as Number 2011002256, Official Records of Nueces County, TX executed by Corpus Christi Developments 1, L.L.C. ("Ground Lessee") securing a note of even date in the amount of \$3,400,000.
- B. The Deed of Trust encumbers the property particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "**Real Property**").
- C. Ground Lessee, as "Developer", has entered into a Ground Lease dated October 12, 2010, with Ground Lessor covering the Real Property ("**Ground Lease**").
- D. Ground Lessee is assigning its interest in the Ground Lease to **MREIC CORPUS CHRISTI TX, LLC**, a Texas limited liability company ("**Assignee**"), with mailing address of Juniper Business Plaza, 3499 Route 9 North, Suite 3-C, Freehold, New Jersey 07728.


CONSENT

Lender hereby consents to the assignment of the Ground Lease by Ground Lessee to Assignee, provided however, that concurrent with the assignment, Lender is paid in full.

IN WITNESS WHEREOF, the Lender has caused this Consent to be executed as of the day and year first above written.

Commerce Bank, a Missouri bank and trust company, formerly known as Commerce Bank, N.A.

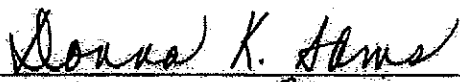
By:


John S. Mikelson, Senior Vice-President

STATE OF MISSOURI §
 §
COUNTY OF JACKSON §

This instrument was acknowledged before me on the 17 day of August, 2011, by John S. Mikelson, the Senior Vice-President, on behalf of Commerce Bank, a Missouri bank and trust company, formerly known as Commerce Bank, N.A.

DONNA K. SAMS
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Dec. 1, 2012
Commission # 08692564


Notary Public, State of Missouri
Printed Name: Donna K. Sams

My commission expires: 12/1/12