

**MISSION-WEST VALLEY LAND CORPORATION
BOARD OF DIRECTORS**

(It is noted that all members of the Board of Trustees of the West Valley-Mission Community College District are members of this Board and all or a majority of the Trustees may be in attendance at this meeting)

AGENDA

NOTICE OF SPECIAL MEETING

April 28, 2014

6:30 p.m.

Board Room
West Valley College
Saratoga, California

- 1. Call to order/Roll Call**
- 2. Approval of the order of the agenda**
- 3. Oral communications from the public on items not listed elsewhere on the agenda**
- 4. Closed Session and possible direction to negotiators**

Conference with Real Property Negotiators (Government Code Section 54956.8)
Property: 3101 Mission College Blvd., Santa Clara, CA subleased to Lakha Properties-Santa Clara LLC, a California Limited Liability Company ("Lakha") and further sub-subleased to other entities, concerning issues related to a request from Lakha that the Land Corporation enter into certain agreements with its proposed new lender Citibank, N.A. a National Banking Association("Citi") and consider certain changes in the terms of our ground lease with Lakha as requested by Citi.

Negotiators: Mark Perlberger and Alan Gennis

Negotiating Parties: Lakha Properties-Santa Clara LLC, Citi and the Land Corporation

- 5. Report of action taken in Closed Session**
- 6. Review, consideration and possible action to approve the terms of the Agreement Regarding Ground Leases as proposed and attached hereto**

between the Land Corporation and Citi and to authorize the Land Corporation Secretary to execute the agreement on the Land Corporation's behalf

This item may include review consideration and possible action to authorize the Land Corporation Secretary as described above.

- 7. Review, consideration and possible action to authorize the Land Corporation Secretary to execute that certain Ground Lessor Estoppel Certificate on behalf of the Land Corporation in the form attached hereto and in favor of Citibank, N.A.**

This item may include review consideration and possible action to authorize the Land Corporation Secretary as described above.

- 8. Review, consideration and possible action to authorize the Land Corporation Secretary to execute that certain Master Ground Lease Estoppel Certificate on behalf of the Land Corporation in the form attached hereto and in favor of Citibank, N.A.**

This item may include review consideration and possible action to authorize the Land Corporation Secretary as described above.

- 9. Review, consideration and possible action to approve the terms of this agreement regarding reasonable fees as proposed and attached hereto between the Land Corporation and Lakha and to authorize the Land Corporation Secretary to execute the agreement on the Land Corporation's behalf.**

This item may include review consideration and possible action to authorize the Land Corporation Secretary as described above.

- 10. Adjournment**

AGREEMENT REGARDING GROUND LEASES

This Agreement Regarding Ground Leases (this “**Agreement**”) is made and entered as of this ____ day of April, 2014, by and between Mission-West Valley Land Corporation, a California nonprofit public benefit corporation (“**Landlord**”), and Citibank, N.A., a national banking association (“**Lender**”), with reference to the following facts:

RECITALS

A. Landlord is the tenant under that certain Master Ground Lease dated as of September 19, 1990 by and between West Valley-Mission Community College District (“**District**”), as landlord, and Landlord (f/k/a Mission-West Valley Educational Foundation), as tenant, referenced in that certain Memorandum of Master Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 558, as amended by that certain Amendment to Master Ground Lease dated as of and recorded on April 26, 1996, in the Official Records of Santa Clara County, California, at Book P304, Page 1670, that certain Second Amendment to Master Ground Lease dated October 2, 1997, and that certain Third Amendment to Master Ground Lease dated September 12, 2006, by and between Landlord and Tenant (all collectively referred to herein as the “**Master Lease**”), which Master Lease affects certain real property in the County of Santa Clara, California, as more particularly described therein, including the Premises (as defined below).

B. Landlord is the landlord under that certain Ground Lease dated as of September 19, 1990 by and between Landlord, as landlord, and Jim Joseph, referenced in that certain Memorandum of Ground Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 564 (“**Original Ground Lease**”), pertaining to certain real property in the County of Santa Clara, California, as more particularly described in the Third Amendment (as defined below) (the “**Premises**”). The Original Ground Lease has been amended by (1) that certain Amendment to Ground Leases dated April 1, 1992, by and between Landlord and Jim Joseph (“**First Amendment**”), (2) that certain Second Amendment to Ground Leases dated May 28, 1993, by and between Landlord and Jim Joseph (“**Second Amendment**”), referenced in the Memorandum of Amendments to Ground Leases recorded on May 28, 1993, in the Official Records of Santa Clara County, California, in Book M806, Page 1422, and (3) that certain Third Amendment to Ground Leases dated April 16, 1996, between Landlord and Jim Joseph (“**Third Amendment**”), which was referenced in the Memorandum of Third Amendment to Ground Leases dated as of April 16, 1996, and recorded on April 26, 1996, in the Official Records of Santa Clara County, California, in Book P304, Page 1665.

C. The Original Ground Lease, as theretofore amended, was assigned by Jim Joseph, as an individual, to Jim Joseph, as Trustee of the Jim Joseph Revocable Trust dated January 19, 1990, as amended and restated in its entirety March 22, 1995 (“**Joseph Trust**”) by instrument entitled Assignment and Assumption of Lease dated as of July 25, 1997, recorded on November 5, 1998, in the Official Records of Santa Clara County, California as Instrument No. 14483280, and further assigned by the Joseph Trust to Mercado, LLC, by instrument entitled Assignment and Assumption of Lease dated as of January 3, 2000, recorded on February 22, 2001, in the Official Records of Santa Clara County, California as Document No. 15568405, and then subsequently assigned to Lakha Properties - Santa Clara, LLC, a Washington limited liability company (“**Tenant**”), pursuant to that certain Assignment and Assumption of Lease dated June 23, 2004, by and between Mercado, LLC and Tenant, which assignment was referenced in that certain Memorandum of Assignment and Assumption of Ground Lease and Surviving DDA Provisions dated as of June 23, 2004, recorded on June 23, 2004, in the Official Records of Santa Clara County, California, as Document No. 17863624.

D. The Original Ground Lease was further amended pursuant to that certain Fourth Amendment to Ground Lease dated as of February 15, 2007, by and between Landlord and Tenant (“**Fourth Amendment**”), a memorandum of which was recorded on October 9, 2007, in the Official Records of Santa Clara County, California, as Document No. 19608320. The Original Ground Lease, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is herein referred to as the “**Lease**”.

E. In addition to, and in connection with, the Lease, Landlord and Tenant are also parties to (1) that certain Agreement on Adjustment to the Annual Minimum Rent, Lease Amendment and Related Matters dated as of April 20, 2007, (2) that certain Nondisturbance and Attornment Agreement (“**NDA**”) dated as of May 18, 2007, by and among Landlord, Tenant and the District, recorded on May 25, 2007 in the Official Records of Santa Clara County, California, as Document No. 19445147, and (3) that certain Agreement on Adjustment to the Annual Minimum Rent dated as of November 16, 2011.

F. On or about the date hereof, Lender has made a loan to Tenant in the original principal amount of approximately [\$48,000,000] (as the same may be amended, modified, extended, replaced, renewed, restated or supplemented from time to time, the “**Loan**”), in connection with which Loan Tenant has, with Landlord’s consent (to the extent required under the Lease), executed, delivered and recorded that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated on or about the date hereof (the “**Leasehold Deed of Trust**”), granting Lender a first and prior lien upon, among other things, Tenant’s interest as tenant under the Lease (together with all of the other collateral described in the Leasehold Deed of Trust, the “**Collateral**”), as a result of which Landlord recognizes the Leasehold Deed of Trust as a “Leasehold Mortgage” and a “Tenant Leasehold Mortgage” and the holder thereof as a “Leasehold Mortgagee” and a “Tenant Leasehold Mortgagee” for all purposes as those terms are defined in the Lease and further recognizes Lender as an “Institutional Lender” for purposes of Section 1101.6 of the Lease.

G. In connection with Lender's entering into the Loan to Tenant and accepting the Leasehold Deed of Trust as security therefor, Lender has required that Landlord enter into this Agreement with respect to certain of the terms and provisions of the Lease, and to make certain other agreements with respect to the Loan, the Lease and the Premises, all of which agreements are as set forth below.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Landlord and Lender hereby agree as follows:

1. **Recitals True.** Each of the foregoing recitals is true and incorporated into and made a part of this Agreement the same as though re-stated here in full.

2. **Lease Amendments.** To and for the benefit of (i) Lender or another beneficiary of the Leasehold Deed of Trust; (ii) any person or entity (including, without limitation, Lender or its designee) who acquires the Tenant’s interest in the Lease (A) at a judicial or non-judicial foreclosure or trustee’s sale pursuant to the Leasehold Deed of Trust, or (B) pursuant to an assignment, conveyance or other transfer (any of which, a “**Transfer**”) of the Tenant’s interest in the Lease in lieu of foreclosure; and (iii) any person who acquires the Tenant’s interest in this Lease from Lender (or its designee) following (A) a judicial or non-judicial foreclosure or trustee’s sale pursuant to the Leasehold Deed of Trust, or (B) a Transfer of the Tenant’s interest in the Lease in lieu of foreclosure (each of the foregoing, a “**Beneficiary**” and all of the foregoing, collectively, the “**Beneficiaries**”), Landlord hereby agrees with Lender that, solely as between Landlord and the Beneficiaries, the following terms shall be considered part of the Lease, which shall be deemed amended as follows, but only as between Landlord and the Beneficiaries, and nothing in the following subsections shall constitute an

amendment to the Lease (x) affecting the rights, interests or obligations of Tenant or any other party, including any of Tenant's successors or assigns, other than the Beneficiaries, or (b) affecting the rights, interests or obligations of any person or entity who acquires the Tenant's interest in the Lease from any of the Beneficiaries described in clauses (ii) or (iii) above:

- a. Section 1101.9(a) of the Lease is deemed amended to read as follows: "Landlord shall not cancel, accept a surrender of, or materially modify or amend this Lease without the prior written consent of the Tenant Leasehold Mortgagee, and any cancellation, surrender, modification or amendment of this Lease without the prior written consent of the Tenant Leasehold Mortgagee shall not be binding on any of the Beneficiaries; *provided* that (i) an adjustment to the Rent pursuant to Sections 403 and 404 of this Lease [*as such Sections have been modified by the Fourth Amendment to Ground Lease referenced in this Agreement above*] shall not constitute a modification or amendment requiring Tenant Leasehold Mortgagee consent; and (ii) such consent shall not be required in connection with an exercise of Landlord's remedies following a default by Tenant, subject to the rights of the Tenant Leasehold Mortgagee pursuant to this Lease (including, without limitation, the rights to receive notices under Section 1101.9(b), the right to cure under Section 1101.9(c), and the right to execute a new lease under Section 1101.9(d)).
- b. The following underlined phrase is deemed added to Section 1101.9(d)(i) of the Lease: "If this Lease is terminated prior to the natural expiration of the Term hereof due to default of Tenant or operation of law, or is rejected pursuant to Bankruptcy Code Section 365 in any proceeding, or if this Lease expires because of Tenant's failure to exercise its option to extend the Term within the time and in the manner described in Section 301.2, Landlord shall give the Leasehold Mortgagee written notice of such termination or expiration, as applicable, together with a statement of any and all sums which would at that time be due under this Lease then known to Landlord." Furthermore, if Tenant becomes the subject of a bankruptcy or insolvency proceeding, then the parties agree as follows (subject to the provisions of applicable law, including applicable bankruptcy law): (i) the tenant under any new lease entered into pursuant to Section 1101.9(d) shall have, vis-à-vis the holder of any lien or encumbrance on the District's or Landlord's interest of the Property, priority equal to the estate of Tenant under the Lease as of the date immediately preceding the date when Tenant filed for bankruptcy; and (ii) Lender will have the right to apply for an extension of the 60-day period under Bankruptcy Code Section 365(d) or any successor provision.
- c. Neither the Transfer of Tenant's interest in the Lease to any of the Beneficiaries, nor the exercise by Lender of the Lender's Remedies (as defined below), shall (i) require the consent or approval of Landlord or Fee Owner; provided that, in the case of Lender's Remedies, any such exercise shall be subject to the terms and conditions set forth in Section 1101.9(c) of the Lease, to the extent applicable (as the same may be amended by this Agreement), and any actions taken by Lender in violation of the terms and conditions of the Lease shall be prohibited without the written consent or approval of Landlord or Fee Owner, as the case may be; or (ii) result in (A) any increase in liability for such new Tenant pursuant to Section 1010 of the Lease, or (B) any adjustment to Annual Minimum Rent pursuant to Section 403 of the Lease. "**Lender's Remedies**" means the following rights and remedies of Lender under the Leasehold Deed of Trust, which may only be exercised in accordance with, and subject to, the covenants, conditions and restrictions of the Lease (as the same may be amended by this Agreement): (1) enter onto the Premises, in person or by agent or by court-appointed receiver, and take any and all steps which may be desirable in Lender's judgment to complete any unfinished construction of Alterations permitted without Landlord's consent pursuant to Section 905 of the Lease (or for which Landlord's consent

has previously been obtained by Tenant), and to manage and operate the Premises in accordance with the Lease and, subject to Landlord's rights in Section 1506.8 of the Lease and Section 2(h) below, to collect any and all rents, issues and profits of the Property; (2) appointment of a receiver for the Premises and Tenant's rights under the Lease; (3) bring a court action to foreclose the Leasehold Deed of Trust or to enforce its provisions or any of the Tenant's obligations secured by the Leasehold Deed of Trust; (4) cause any or all of the Tenant's interest in the Lease to be sold under the power of sale granted by the Leasehold Deed of Trust in any manner permitted by applicable law; and/or (5) any other right or remedy available under law or in equity.

- d. A copy of any and all written communications which are required to be given to a Tenant Leasehold Mortgagee pursuant to Section 1101.9(b) of the Lease shall be delivered to Lender at the following address(es): Citibank, N.A., One Sansome Street #2400, San Francisco, CA 94104, Attention: Charles Lee, with copies to Thompson Coburn LLP, 2029 Century Park East, Suite 1900, Los Angeles, CA 90067, Attention: Victoria A. Gilbert. Any default or rent notice which Landlord gives Tenant shall be ineffective unless Landlord has provided a copy of such notice to Lender.
- e. Notwithstanding anything in the Lease or the Master Lease to the contrary, (i) any Fee Mortgage shall be subject and subordinate to the Lease and all amendments and modifications thereto as of the effective date of the Fee Mortgage; and (ii) any Fee Mortgagee shall not unreasonably withhold, condition or delay its consent to any modification or amendment to this Lease required by Lender or any of the Beneficiaries.
- f. Landlord hereby agrees that, notwithstanding the provisions of Section 1102.4 of the Lease, Tenant shall not be obligated to agree to any modification or amendment to the Lease required by a Fee Mortgagee without the prior written consent of the Tenant Leasehold Mortgagee. Lender hereby agrees, for itself and on behalf of all Beneficiaries, that it shall not unreasonably withhold, condition or delay its consent to any such modification or amendment to the Lease required by a Fee Mortgagee.
- g. Notwithstanding anything in the Lease or the Master Lease to the contrary (including, without limitation, Sections 1207, 1208 and Articles XIII and XIV of the Lease), the following amounts shall be paid to Lender and shall be applied by Lender in accordance with the provisions of the Leasehold Deed of Trust and the other documents and agreements evidencing and securing the Loan: (a) all proceeds of any property insurance covering all or any portion of the Collateral (excluding, however, any property insurance covering any property of a Project Subtenant or Project Space Subtenant); and (b) all condemnation awards payable with respect to the taking by eminent domain of all or any portion of the Collateral (or any sale under threat of eminent domain). Any proceeds remaining following the repayment of the Loan in full will be delivered by Lender to the party entitled thereto under the Lease. Nothing in the foregoing, however, shall be deemed to relieve the Tenant of the obligation that Tenant may have to Landlord under the Lease to repair or restore damage to the Premises caused by casualty or condemnation.
- h. Lender's lien and security interest in any furniture, trade fixtures, equipment and other personal property, contract rights, plans or data relating to the Project, and any intangible property relating to the Premises, but excluding Tenant's right and interest in and to any rents, issues and profits (including, without limitation, all subrents and other sums due from Project Subtenants, licensees, and concessionaires or under Project Subtenant Leases), is superior to and shall at all times have priority over, any lien, right, claim or title of any

nature which Landlord now has or hereafter may have or assert in or to such Collateral by law or pursuant to the Lease any other agreement or otherwise. Notwithstanding anything in the Lease or the Master Lease to the contrary (including, without limitation, Section 1506.8 of the Lease), if Lender is complying with Section 1101.9(c) of the Lease regarding the curing of Tenant breaches and the applicable Lender Cure Period (as defined below) has not expired, then (A) Landlord shall not exercise its rights under the assignment of subrents and other sums due from Project Subtenants pursuant to Section 1506.8 of the Lease, and (B) Lender shall have the right to collect and receive all rents, royalties, issues, income and profits related to the use and occupancy of the Premises (including, without limitation, all subrents and other sums due from Project Subtenants, licensees, and concessionaires or under Project Subtenant Leases). Nothing in the foregoing shall be deemed to (i) require Lender to cure any breach or default of Tenant, or (ii) affect Lender's option to obtain a new lease with Landlord pursuant to Section 1101.9(d) of the Lease. Upon request from Lender, Landlord will provide written confirmation of the foregoing agreements to Project Subtenants and other interested parties. For purposes hereof, the "**Lender Cure Period**" means, with respect to any Tenant breach of the Lease, the time period provided in Section 1101.9(c) of the Lease for the Lender to cure such breach (i.e., thirty (30) days after the time Tenant has to cure the breach or, if the breach is other than for the non-payment of money, such other time period as is set forth in Section 1101.9(c)).

- i. Nothing in the Lease or the Master Lease shall be deemed to prohibit or restrict the right of Lender to take any of the following actions without the necessity of obtaining consent or approval of Landlord or any Fee Mortgagee: (i) grant participation interests in and to the Loan, or (ii) assign its rights in the Loan to (A) any other Institutional Lender, (B) an Eligible Assignee (as defined below), or (C) any other lender reasonably satisfactory to Landlord and any Fee Mortgagees (as evidenced in a writing executed by Landlord and such Fee Mortgagees), provided that, in the case of any such assignment of Lender's rights in the Loan to an Eligible Assignee, at least ten (10) business days before the Transfer, Lender notifies Landlord of such assignment and delivers to Landlord any documents or information reasonably requested by Landlord relating thereto, including reasonable documentation that the assignment satisfies the requirements of this Section. For purposes hereof, "**Eligible Assignee**" means a real estate investment trust or hedge fund that has a tangible net worth of at least One Billion Dollars (\$1,000,000,000.00).

Reference to any particular section of the Lease or Master Lease provided in the above provisions shall not be deemed to be a limitation upon the general applicability of such provisions.

3. **NDA.** Landlord and Tenant acknowledge and agree that Lender is an express third-party beneficiary of the NDA and that, upon the Transfer of Tenant's interest in the Lease to any of the Beneficiaries, the Beneficiaries shall have all of the rights of the "Tenant" thereunder.

4. **Effect of Agreement/Tenant Acknowledgment.** Tenant, by signing below, acknowledges that none of the foregoing provision constitutes an amendment to or modification of the Lease with respect to Tenant's rights, interests and obligations under the Lease and that this Agreement shall have no effect upon the terms of the Lease as between Landlord and Tenant and that, as between Landlord and Tenant, the Lease remains in full force and effect according to its terms and is not amended except insofar as the interests of the Lender and the Beneficiaries as expressly stated herein.

5. **Capitalized Terms.** Except as otherwise expressly provided herein, a capitalized term used in this Agreement shall have the same defined meaning set forth in the Lease.

6. **Effective Date; Termination Date.** This Agreement shall be effective as of the date and time of recording of the Leasehold Deed of Trust, and shall terminate on the later to occur of (a) the date that the Leasehold Deed of Trust has been reconveyed, or (b) the date that the Tenant's interest in the Lease is Transferred to a person other than a Beneficiary.

7. **Successors and Assigns Bound.** The terms of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

8. **No Third Party Beneficiaries.** Except as to the Beneficiaries, none of the provisions of this Agreement shall be for the benefit of or enforceable by any person or entity not made a party hereto.

9. **Attorney's Fees for Enforcement.** In the event of any controversy arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

10. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of California.

11. **Conflicts.** Except as expressly stated in this Agreement, the terms of the Lease shall control the rights, duties, interests and obligations of the parties hereto with respect to the Premises. This Agreement does not amend any of the rights, duties, interests or obligations of the Landlord or Lender as may arise under the Lease by implication or otherwise, except as expressly stated herein.

12. **Venue for Proceedings.** Each of the parties expressly consents to venue in the state or federal courts located in Santa Clara County, California for any action between any of the parties hereto for the enforcement or interpretation or construction of any of the terms or conditions of this Agreement.

13. **Entire Agreement.** This Agreement and the Joinder attached hereto contain all representations and the entire understanding and agreement between the parties regarding the subject matter described herein. Any correspondence, memorandum or oral or written agreements regarding the subject matter of this Agreement are replaced in full by this Agreement. This Agreement shall not be altered or modified except by writing signed by Landlord and Lender.

14. **Recording.** Upon request of any party hereto, the parties shall record this Agreement or a mutually-acceptable memorandum hereof in the Official Records of Santa Clara County, California, at the cost of the requesting party.

15. **Authority.** Landlord and Lender hereby represent and warrant to the other party that each person executing this Agreement on their behalf has full and proper authority and is fully and properly empowered to execute this Agreement on behalf of the party for whom he or she is signing, and that, upon execution of this Agreement by Landlord and Lender, this Agreement shall be binding upon the party for which he or she is signing, and enforceable in accordance with its terms.

16. **Counterparts.** This Agreement, including the Joinder and Approval of Fee Owner attached, may be signed in counterparts and in electronic (PDF) form, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

[Signature page follows.]

SIGNATURE PAGE
TO
AGREEMENT REGARDING GROUND LEASES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

Landlord:

MISSION-WEST VALLEY LAND
CORPORATION

By: _____

Name: _____

Title: _____

Lender:

CITIBANK, N.A.

By: _____

Name: _____

Title: _____

TENANT (for purposes of Paragraph 4 and consenting to the terms of this Agreement):

LAKHA PROPERTIES – SANTA CLARA, LLC

By: _____

Amin S. Lakha, Manager

JOINDER AND APPROVAL OF FEE OWNER

West Valley-Mission Community College District ("**District**"), as landlord under the Master Lease, hereby agrees as follows (except as otherwise expressly provided herein, a capitalized term used in this Joinder and Approval of Fee Owner ("**Joinder**") shall have the same defined meaning set forth in the Agreement Regarding Ground Leases to which it is attached ("**Agreement**")):

1. Neither the Transfer of Tenant's interest in the Lease to any of the Beneficiaries, nor the exercise by Lender of the Lender's Remedies (as defined in the Agreement), shall (i) require the consent or approval of the District; provided that, in the case of Lender's Remedies, any such exercise shall be subject to the terms and conditions set forth in Section 1101.9(c) of the Lease, to the extent applicable (as the same may be amended by the Agreement), and any actions taken by Lender in violation of the terms and conditions of the Lease shall be prohibited without the written consent or approval of Landlord or Fee Owner, as the case may be; or (ii) result in (A) any increase in liability for such new Tenant pursuant to Section 1010 of the Lease, or (B) any adjustment to Annual Minimum Rent pursuant to Section 403 of the Lease.
2. Notwithstanding anything in the Master Lease to the contrary, (i) any Fee Mortgage shall be subject and subordinate to the Lease and all amendments and modifications thereto as of the effective date of the Fee Mortgage; and (ii) any Fee Mortgagee shall not unreasonably withhold, condition or delay its consent to any modification or amendment to this Lease required by Lender or any of the Beneficiaries.
3. Notwithstanding anything in the Master Lease to the contrary (including, without limitation, Section 1203 and Articles XIII and XIV of the Master Lease), the following amounts shall be paid to Lender and shall be applied by Lender in accordance with the provisions of the Leasehold Deed of Trust and the other documents and agreements evidencing and securing the Loan: (a) all proceeds of any property insurance covering all or any portion of the Collateral (excluding, however, any property insurance covering any property of a Project Subtenant or Project Space Subtenant); and (b) all condemnation awards payable with respect to the taking by eminent domain of all or any portion of the Collateral (or any sale under threat of eminent domain). Any proceeds remaining following the repayment of the Loan in full will be delivered by Lender to the party entitled thereto under the Lease. Nothing in the foregoing, however, shall be deemed to relieve the Tenant of the obligation that Tenant may have to Landlord under the Lease, or that Landlord may have to District under the Master Lease, to repair or restore damage to the Premises caused by casualty or condemnation.
4. Lender's lien and security interest in any furniture, trade fixtures, equipment and other personal property, contract rights, plans or data relating to the Project, and any intangible property relating to the Premises, but excluding Tenant's right and interest in and to any rents, issues and profits (including, without limitation, all subrents and other sums due from Project Subtenants, licensees, and concessionaires or under Project Subtenant Leases), is superior to and shall at all times have priority over, any lien, right, claim or title of any nature which District now has or hereafter may have or assert in or to such Collateral by law or pursuant to the Lease, the Master Lease, any other agreement or otherwise. Notwithstanding anything in the Lease or the Master Lease to the contrary (including, without limitation, Section 1506.8 of the Lease and Master Lease), if Lender is complying with Section 1101.9(c) of the Lease regarding the curing of Tenant breaches and the applicable Lender Cure Period (as defined below) has not expired, then (A) District shall not exercise its rights under the assignment of subrents and other sums due from Project Subtenants pursuant to Section 1506.8 of the Master Lease, and (B) Lender shall have the right to collect and receive all rents, royalties, issues, income and profits related to the use and occupancy of the Premises (including, without limitation, all subrents and other sums due from Project Subtenants, licensees, and concessionaires or under Project Subtenant Leases). Nothing in the foregoing shall be deemed to (i) require Lender to cure any breach or default of Tenant, or (ii) affect Lender's option to obtain a new lease with Landlord pursuant to Section 1101.9(d) of the Lease. Upon request

from Lender, District will provide written confirmation of the foregoing agreements to Project Subtenants and other interested parties. For purposes hereof, the "**Lender Cure Period**" means, with respect to any Tenant breach of the Lease, the time period provided in Section 1101.9(c) of the Lease for the Lender to cure such breach (i.e., thirty (30) days after the time Tenant has to cure the breach or, if the breach is other than for the non-payment of money, such other time period as is set forth in Section 1101.9(c)).

5. Nothing in the Master Lease shall be deemed to prohibit or restrict the right of Lender to: (i) grant participation interests in and to the Loan, or (ii) assign its rights in the Loan to (A) any other Institutional Lender, (B) an Eligible Assignee (as defined below), or (C) any other lender reasonably satisfactory to Landlord and any Fee Mortgagees (as evidenced in a writing executed by Landlord and such Fee Mortgagees), provided that, in the case of any such assignment of Lender's rights in the Loan to an Eligible Assignee, at least ten (10) business days before the Transfer, Lender notifies Landlord of such assignment and delivers to Landlord any documents or information reasonably requested by Landlord relating thereto, including reasonable documentation that the assignment satisfies the requirements of this Section. For purposes hereof, "**Eligible Assignee**" means a real estate investment trust or hedge fund that has a tangible net worth of at least One Billion Dollars (\$1,000,000,000.00).

6. District acknowledges and agrees that Lender is an express third-party beneficiary of the NDA and that, upon the Transfer of Tenant's interest in the Lease to any of the Beneficiaries, the Beneficiaries shall have all of the rights of the "Tenant" thereunder.

7. District agrees that, solely as between the District and the Beneficiaries, the terms set forth in Section 2 of the Agreement shall be considered part of any direct lease entered into by the District pursuant to the NDA, provided that nothing in Section 2 shall constitute an amendment to such direct lease (a) affecting the rights, interests or obligations of Tenant or any other party, including any of Tenant's successors or assigns, other than the Beneficiaries, or (b) affecting the rights, interests or obligations of any person or entity who acquires the Tenant's interest in such lease from any of the Beneficiaries described in clauses (ii) or (iii) of the introductory paragraph of Section 2 of the Agreement.

8. District hereby represents and warrants to Lender that the person executing this Joinder on the District's behalf has full and proper authority and is fully and properly empowered to execute this Joinder on behalf of the District, and that, upon execution of this Joinder by the District, this Joinder shall be binding upon the District and enforceable in accordance with its terms.

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9. The terms of this Joinder shall inure to the benefit of and be binding upon the successors and assigns of the District. Except as to the Beneficiaries, none of the provisions of this Joinder shall be for the benefit of or enforceable by any person or entity not made a party to the Agreement. In the event of any controversy arising out of or in connection with this Joinder, the prevailing party shall be entitled to reasonable attorneys' fees and costs. This Joinder shall be construed in accordance with, and shall be governed by, the laws of the State of California. This Joinder does not amend any of the rights, duties, interests or obligations of the District as may arise under the Master Lease, the Lease, or any direct lease entered into pursuant to the NDA by implication or otherwise, except as expressly stated herein. The District expressly consents to venue in the state or federal courts located in Santa Clara County, California for any action between any of the parties to the Agreement for the enforcement or interpretation or construction of any of the terms or conditions of this Joinder. This Joinder contains all representations and the entire understanding and agreement of the District regarding the subject matter described herein. Any correspondence, memorandum or oral or written agreements regarding the subject matter of this Joinder are replaced in full by this Joinder. This Joinder shall not be altered or modified except by writing signed by the District. Upon request of District or Lender, the parties shall record this Joinder or a mutually-acceptable memorandum hereof in the Official Records of Santa Clara County, California, at the cost of the requesting party.

WEST VALLEY-MISSION COMMUNITY
COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

~~MEMORANDUM OF AGREEMENT RE~~REGARDING ~~GROUND LEASE~~LEASES

This ~~Memorandum of~~ Agreement ~~re~~Regarding ~~Ground Lease~~Leases (this “**Agreement**”) is made and entered as of this 23 day of ~~June; 2004~~April, 2014, by and between Mission-West Valley Land Corporation, a California nonprofit public benefit corporation (“**Landlord**”), and ~~Archon Financial~~Citibank, L.N.P.A., a ~~Delaware limited-partnership~~national banking association (“**Lender**”), with reference to the following facts:

RECITALS

A. Landlord is the tenant under that certain Master Ground Lease dated as of September 19, 1990 by and between West Valley-Mission Community College District (“District”), as landlord, and Landlord (f/k/a Mission-West Valley Educational Foundation), as tenant, referenced in that certain Memorandum of Master Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 558, as amended by that certain Amendment to Master Ground Lease dated as of and recorded on April 26, 1996, in the Official Records of Santa Clara County, California, at Book P304, Page 1670, that certain Second Amendment to Master Ground Lease dated October 2, 1997, and that certain Third Amendment to Master Ground Lease dated September 12, 2006, by and between Landlord and Tenant (all collectively referred to herein as the “Master Lease”), which Master Lease affects certain real property in the County of Santa Clara, California, as more particularly described therein, including the Premises (as defined below).

B. A. Landlord is the landlord under that certain Ground Lease dated as of September 19, 1990 by and between Landlord, as landlord, and Jim Joseph, referenced in that certain Memorandum of Ground Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 564, as (“Original Ground Lease”), pertaining to certain real property in the County of Santa Clara, California, as more particularly described in the Third Amendment (as defined below) (the “Premises”). The Original Ground Lease has been amended by (1) that certain Amendment to Ground Leases dated April 1, 1992, by and between Landlord and Jim Joseph (“First Amendment”), (2) that certain Second Amendment to Ground Leases dated May 28, 1993, by and between Landlord and Jim Joseph (“Second Amendment”), referenced in the Memorandum of Amendments to Ground Leases recorded on May 28, 1993, in the Official Records of Santa Clara County, California, in Book M806, Page 1422, and as further amended by (3) that certain Third Amendment to Ground Leases dated April 16, 1996, between Landlord and Jim Joseph (“Third Amendment”), which was referenced in the Memorandum of Third Amendment to Ground Leases dated as of April 16, 1996, and recorded on April 26, 1996, in the Official Records of Santa Clara County, California, in Book P304, Page 1665.

, and The Original Ground Lease, as theretofore amended, was assigned by Jim Joseph, as an individual, to Jim Joseph, as Trustee of the Jim Joseph Revocable Trust dated January 19, 1990, as amended and restated in its entirety March 22, 1995 (“Joseph Trust”) by instrument entitled Assignment and Assumption of Lease dated as of July 25, 1997, recorded on November 5, 1998, in the Official Records of Santa Clara County, California as Instrument No. 14483280, and further assigned and assumed by the Joseph Trust to Mercado, LLC, by instrument entitled Assignment and Assumption of Lease dated as of January 3, 2000, recorded on February 22, 2001, in the Official Records of Santa Clara County, California as Document No. 15568405, (all collectively referred to herein as the “Lease”) which Lease affects the real property described in the above referenced Third Amendment to Ground Lease dated April 16, 1996 (the “Premises”).

and then subsequently assigned to

C. ~~B.~~ Landlord has consented to an assignment of the tenant's interests in the Lease to Lakha Properties - Santa Clara, LLC, a Washington limited liability company (“**Tenant**”) by, pursuant to that certain ~~instrument entitled~~ Assignment and Assumption of Lease dated June 23, 2004, by ~~virtue of which Tenant is, as of the date hereof, the tenant under the Lease~~ and between Mercado, LLC and Tenant, which assignment was referenced in that certain Memorandum of Assignment and Assumption of Ground Lease and Surviving DDA Provisions dated as of June 23, 2004, recorded on June 23, 2004, in the Official Records of Santa Clara County, California, as Document No. 17863624.

D. The Original Ground Lease was further amended pursuant to that certain Fourth Amendment to Ground Lease dated as of February 15, 2007, by and between Landlord and Tenant (“**Fourth Amendment**”), a memorandum of which was recorded on October 9, 2007, in the Official Records of Santa Clara County, California, as Document No. 19608320. The Original Ground Lease, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is herein referred to as the “**Lease**”.

E. In addition to, and in connection with, the Lease, Landlord and Tenant are also parties to (1) that certain Agreement on Adjustment to the Annual Minimum Rent, Lease Amendment and Related Matters dated as of April 20, 2007, (2) that certain Nondisturbance and Attornment Agreement (“**NDA**”) dated as of May 18, 2007, by and among Landlord, Tenant and the District, recorded on May 25, 2007 in the Official Records of Santa Clara County, California, as Document No. 19445147, and (3) that certain Agreement on Adjustment to the Annual Minimum Rent dated as of November 16, 2011.

F. ~~C.~~ On or about the date hereof, Lender has made a loan to Tenant ~~to facilitate Tenant's acquisition of the tenant's interest in the Lease and in the Premises~~ in the original principal amount of approximately [\$48,000,000] (as the same may be amended, modified, extended, replaced, renewed, restated or supplemented from time to time, the “**Loan**”), in connection with which ~~loan~~ Loan Tenant has, with Landlord’s consent (to the extent required under the Lease), executed, delivered and recorded that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of June 23, 2004 on or about the date hereof (the “**Leasehold Deed of Trust**”), granting Lender a first and prior lien upon, among other things, Tenant’s interest as tenant under the Lease (together with all of the other collateral described in the Leasehold Deed of Trust, the “**Collateral**”), as a result of which Landlord recognizes the Leasehold Deed of Trust as a “Leasehold Mortgage” and a “Tenant- Leasehold Mortgage” and the holder thereof as a “Leasehold Mortgagee” and a “Tenant Leasehold Mortgagee” for all purposes as those terms are defined in the Lease and further recognizes Lender as an “Institutional Lender” for purposes of Section 1101.6 of the Lease.

G. ~~D.~~ In connection with Lender's entering into ~~its loan~~ the Loan to Tenant and accepting the Leasehold Deed of Trust as security therefor, Lender ~~and~~ has required that Landlord ~~have agreement as to the effect and meaning of~~ enter into this Agreement with respect to certain of the terms and provisions of the Lease ~~that may affect Lender's rights therein, and to make certain other agreements with respect to the Loan, the Lease and the Premises, all of~~ which agreements are as set forth ~~for~~ the ~~forth~~ below.

NOW THEREFORE, ~~for good and valuable~~ in consideration, ~~including of the foregoing recitals,~~ the mutual covenants and agreements set forth herein, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledge, Landlord and Lender hereby agree as follows:

1. 1. Recitals True. Each of the foregoing recitals is true and incorporated into and made a part of this Agreement the same as though re-stated here in full.

2. 2. ~~Agreed Interpretation of Lease.~~ Lease Amendments. To and for the benefit of (i) Lender or another beneficiary of the Leasehold Deed of Trust; (ii) any person or entity (including, without limitation, Lender or its designee) who acquires the Tenant's interest in the Lease (A) at a judicial or non-judicial foreclosure or trustee's sale pursuant to the Leasehold Deed of Trust, or (B) pursuant to an assignment, conveyance or other transfer (any of which, a "Transfer") of the Tenant's interest in the Lease in lieu of foreclosure; and (iii) any person who acquires the Tenant's interest in this Lease from Lender (or its designee) following (A) a judicial or non-judicial foreclosure or trustee's sale pursuant to the Leasehold Deed of Trust, or (B) a Transfer of the Tenant's interest in the Lease in lieu of foreclosure (each of the foregoing, a "Beneficiary" and all of the foregoing, collectively, the "Beneficiaries"), Landlord hereby agrees with Lender that, ~~for as long as any amount remains owing on the debt secured by the Tenant Leasehold Deed of Trust, and including any period of time during which Lender may be successor to Tenant's interest in the Lease as a result of and pursuant to a foreclosure upon the Tenant Leasehold Deed of Trust due to default thereunder by the Tenant,~~ solely as between Landlord and ~~Lender~~the Beneficiaries, the following terms shall be considered part of the Lease, which shall be deemed amended as follows, but only as between Landlord and ~~Lender~~the Beneficiaries, and nothing in the following subsections shall, constitute an amendment to the Lease (x) affecting the rights, interests or obligations of Tenant; or any other party, including any of Tenant's successors or assigns, other than the Beneficiaries, or (b) affecting the rights, interests or obligations of any person or entity who acquires the Tenant's interest in the Lease from any of the Beneficiaries described in clauses (ii) or (iii) above;

a. a. Section 1101.9(a) of the Lease is deemed amended ~~by adding the following clause to the end thereof: "any such amendment or modification adopted to read as follows:~~ "Landlord shall not cancel, accept a surrender of, or materially modify or amend this Lease without Lender'sthe prior written consent of the Tenant Leasehold Mortgagee, and any cancellation, surrender, modification or amendment of this Lease without the prior written consent of the Tenant Leasehold Mortgagee shall not be binding on Lender."any of the Beneficiaries; provided that (i) an adjustment to the Rent pursuant to Sections 403 and 404 of this Lease [as such Sections have been modified by the Fourth Amendment to Ground Lease referenced in this Agreement above] shall not constitute a modification or amendment requiring Tenant Leasehold Mortgagee consent; and (ii) such consent shall not be required in connection with an exercise of Landlord's remedies following a default by Tenant, subject to the rights of the Tenant Leasehold Mortgagee pursuant to this Lease (including, without limitation, the rights to receive notices under Section 1101.9(b), the right to cure under Section 1101.9(c), and the right to execute a new lease under Section 1101.9(d)).

a. b. ~~The following underlined phrase is deemed added to~~ Section 1101.9(d)(i) of the Lease ~~is deemed amended by adding to it the words shown as underlined here:~~ "If this Lease is terminated prior to the natural expiration of the Term hereof due to default of Tenant or operation of law, or the rejection of the Lease by a is rejected pursuant to Bankruptcy Trustee under applicable lawsCode Section 365 in any proceeding, or if this Lease expires because of Tenant's failure to exercise its option to extend..." the Term within the time and in the manner described in Section 301.2, Landlord shall give the Leasehold Mortgagee

written notice of such termination or expiration, as applicable, together with a statement of any and all sums which would at that time be due under this Lease then known to Landlord.” Furthermore, if Tenant becomes the subject of a bankruptcy or insolvency proceeding, then the parties agree as follows (subject to the provisions of applicable law, including applicable bankruptcy law): (i) the tenant under any new lease entered into pursuant to Section 1101.9(d) shall have, vis-à-vis the holder of any lien or encumbrance on the District’s or Landlord’s interest of the Property, priority equal to the estate of Tenant under the Lease as of the date immediately preceding the date when Tenant filed for bankruptcy; and (ii) Lender will have the right to apply for an extension of the 60-day period under Bankruptcy Code Section 365(d) or any successor provision.

~~e. The final sentence of Section 1101.9(f) of the Lease is deemed amended by adding to it the words shown as underlined here: "Notwithstanding any other provision of this Lease, the transfer of Tenant's interest in this Lease to a permitted Lender, or to any Unaffiliated Party whose interest shall have been acquired from Lender or at a judicial foreclosure or trustee's sale pursuant to a permitted Tenant Leasehold Mortgage, shall not require the consent of the Landlord and shall not result in (i) any increase in liability for such new Tenant pursuant to Section 1010, above, or (ii) any adjustment to Annual Minimum Rent pursuant to Section 403, above."~~

b. Neither the Transfer of Tenant’s interest in the Lease to any of the Beneficiaries, nor the exercise by Lender of the Lender’s Remedies (as defined below), shall (i) require the consent or approval of Landlord or Fee Owner; provided that, in the case of Lender’s Remedies, any such exercise shall be subject to the terms and conditions set forth in Section 1101.9(c) of the Lease, to the extent applicable (as the same may be amended by this Agreement), and any actions taken by Lender in violation of the terms and conditions of the Lease shall be prohibited without the written consent or approval of Landlord or Fee Owner, as the case may be; or (ii) result in (A) any increase in liability for such new Tenant pursuant to Section 1010 of the Lease, or (B) any adjustment to Annual Minimum Rent pursuant to Section 403 of the Lease. “Lender’s Remedies” means the following rights and remedies of Lender under the Leasehold Deed of Trust, which may only be exercised in accordance with, and subject to, the covenants, conditions and restrictions of the Lease (as the same may be amended by this Agreement): (1) enter onto the Premises, in person or by agent or by court-appointed receiver, and take any and all steps which may be desirable in Lender’s judgment to complete any unfinished construction of Alterations permitted without Landlord’s consent pursuant to Section 905 of the Lease (or for which Landlord’s consent has previously been obtained by Tenant), and to manage and operate the Premises in accordance with the Lease and, subject to Landlord’s rights in Section 1506.8 of the Lease and Section 2(h) below, to collect any and all rents, issues and profits of the Property; (2) appointment of a receiver for the Premises and Tenant’s rights under the Lease; (3) bring a court action to foreclose the Leasehold Deed of Trust or to enforce its provisions or any of the Tenant’s obligations secured by the Leasehold Deed of Trust; (4) cause any or all of the Tenant’s interest in the Lease to be sold under the power of sale granted by the Leasehold Deed of Trust in any manner permitted by applicable law; and/or (5) any other right or remedy available under law or in equity.

~~d. The first sentence of Section 1208 of the Lease is deemed amended by adding to it the words shown as underlined here: "Tenant shall have the sole right, as between Landlord and Tenant, to conduct any insurance settlement negotiations in regard to any damage to, or destruction of, the Project Improvements which is in an amount equal to or less than the Release Amount."~~

c. A copy of any and all written communications which are required to be given to a Tenant Leasehold Mortgagee pursuant to Section 1101.9(b) of the Lease shall be delivered to Lender at the following address(es): Citibank, N.A., One Sansome Street #2400, San Francisco, CA 94104, Attention: Charles Lee, with copies to Thompson Coburn LLP, 2029 Century Park East, Suite 1900, Los Angeles, CA 90067, Attention: Victoria A. Gilbert. Any default or rent notice which Landlord gives Tenant shall be ineffective unless Landlord has provided a copy of such notice to Lender.

~~e. The eleventh through fourteenth lines of Section 1207.1(a) of the Lease are replaced in full with the following text: "and that this Lease is not terminated, be paid to Tenant Leasehold Mortgagee, or to an institutional trustee mutually acceptable to Landlord and Tenant Leasehold Mortgagee, and shall constitute a trust fund to be used for the repair, restoration or reconstruction ("Restoration") of such Project Improvements."~~

d. Notwithstanding anything in the Lease or the Master Lease to the contrary, (i) any Fee Mortgage shall be subject and subordinate to the Lease and all amendments and modifications thereto as of the effective date of the Fee Mortgage; and (ii) any Fee Mortgagee shall not unreasonably withhold, condition or delay its consent to any modification or amendment to this Lease required by Lender or any of the Beneficiaries.

e. Landlord hereby agrees that, notwithstanding the provisions of Section 1102.4 of the Lease, Tenant shall not be obligated to agree to any modification or amendment to the Lease required by a Fee Mortgagee without the prior written consent of the Tenant Leasehold Mortgagee. Lender hereby agrees, for itself and on behalf of all Beneficiaries, that it shall not unreasonably withhold, condition or delay its consent to any such modification or amendment to the Lease required by a Fee Mortgagee.

f. Notwithstanding anything in the Lease or the Master Lease to the contrary (including, without limitation, Sections 1207, 1208 and Articles XIII and XIV of the Lease), the following amounts shall be paid to Lender and shall be applied by Lender in accordance with the provisions of the Leasehold Deed of Trust and the other documents and agreements evidencing and securing the Loan: (a) all proceeds of any property insurance covering all or any portion of the Collateral (excluding, however, any property insurance covering any property of a Project Subtenant or Project Space Subtenant); and (b) all condemnation awards payable with respect to the taking by eminent domain of all or any portion of the Collateral (or any sale under threat of eminent domain). Any proceeds remaining following the repayment of the Loan in full will be delivered by Lender to the party entitled thereto under the Lease. Nothing in the foregoing, however, shall be deemed to relieve the Tenant of the obligation that Tenant may have to Landlord under the Lease to repair or restore damage to the Premises caused by casualty or condemnation.

g. Lender's lien and security interest in any furniture, trade fixtures, equipment and other personal property, contract rights, plans or data relating to the Project, and any intangible property relating to the Premises, but excluding Tenant's right and interest in and to any rents, issues and profits (including, without limitation, all subrents and other sums due from Project Subtenants, licensees, and concessionaires or under Project Subtenant Leases), is superior to and shall at all times have priority over, any lien, right, claim or title of any nature which Landlord now has or hereafter may have or assert in or to such Collateral by law or pursuant to the Lease any other agreement or otherwise. Notwithstanding anything in the Lease or the Master Lease to the contrary (including, without limitation, Section 1506.8 of the Lease), if Lender is complying with Section 1101.9(c) of the Lease regarding the

curing of Tenant breaches and the applicable Lender Cure Period (as defined below) has not expired, then (A) Landlord shall not exercise its rights under the assignment of subrents and other sums due from Project Subtenants pursuant to Section 1506.8 of the Lease, and (B) Lender shall have the right to collect and receive all rents, royalties, issues, income and profits related to the use and occupancy of the Premises (including, without limitation, all subrents and other sums due from Project Subtenants, licensees, and concessionaires or under Project Subtenant Leases). Nothing in the foregoing shall be deemed to (i) require Lender to cure any breach or default of Tenant, or (ii) affect Lender's option to obtain a new lease with Landlord pursuant to Section 1101.9(d) of the Lease. Upon request from Lender, Landlord will provide written confirmation of the foregoing agreements to Project Subtenants and other interested parties. For purposes hereof, the "Lender Cure Period" means, with respect to any Tenant breach of the Lease, the time period provided in Section 1101.9(c) of the Lease for the Lender to cure such breach (i.e., thirty (30) days after the time Tenant has to cure the breach or, if the breach is other than for the non-payment of money, such other time period as is set forth in Section 1101.9(c)).

h. Nothing in the Lease or the Master Lease shall be deemed to prohibit or restrict the right of Lender to take any of the following actions without the necessity of obtaining consent or approval of Landlord or any Fee Mortgagee: (i) grant participation interests in and to the Loan, or (ii) assign its rights in the Loan to (A) any other Institutional Lender, (B) an Eligible Assignee (as defined below), or (C) any other lender reasonably satisfactory to Landlord and any Fee Mortgagees (as evidenced in a writing executed by Landlord and such Fee Mortgagees), provided that, in the case of any such assignment of Lender's rights in the Loan to an Eligible Assignee, at least ten (10) business days before the Transfer, Lender notifies Landlord of such assignment and delivers to Landlord any documents or information reasonably requested by Landlord relating thereto, including reasonable documentation that the assignment satisfies the requirements of this Section. For purposes hereof, "Eligible Assignee" means a real estate investment trust or hedge fund that has a tangible net worth of at least One Billion Dollars (\$1,000,000,000.00).

Reference to any particular section of the Lease or Master Lease provided in the above provisions shall not be deemed to be a limitation upon the general applicability of such provisions.

3. NDA. Landlord and Tenant acknowledge and agree that Lender is an express third-party beneficiary of the NDA and that, upon the Transfer of Tenant's interest in the Lease to any of the Beneficiaries, the Beneficiaries shall have all of the rights of the "Tenant" thereunder.

4. ~~3.~~ Effect of Agreement/Tenant Acknowledgment. Tenant, by signing below, acknowledges that none of the foregoing ~~subsections~~provision constitutes an amendment to or modification of the Lease with respect to Tenant's rights, interests and obligations under the Lease and that this Agreement shall have no effect upon the terms of the Lease as between Landlord and Tenant and that, as between Landlord and Tenant ~~and their respective successors~~, the Lease remains in full force and effect according to its terms and is not amended except insofar as the interests of the Lender and the Beneficiaries as expressly stated herein.

5. ~~4.~~ Capitalized Terms. Except as otherwise expressly provided herein, a capitalized term used in this Agreement shall have the same defined meaning set forth in the Lease.

6. ~~5.~~ Effective Date; Termination Date. This Agreement shall ~~go into effect on~~be effective as of the date and time of recording of the Leasehold Deed of Trust, and shall terminate on the

later to occur of (a) the date that the Leasehold Deed of Trust has been reconveyed, or (b) the date that the Tenant's interest in the Lease is Transferred to a person other than a Beneficiary.

7. ~~6.~~ **Successors and Assigns Bound.** The terms of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

8. ~~7.~~ **No Third Party Beneficiaries.** ~~None~~Except as to the Beneficiaries, none of the provisions of this Agreement shall be for the benefit of or enforceable by any person or entity not made a party hereto.

9. ~~8.~~ **Attorney's Fees for Enforcement.** In the event of any controversy arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

10. ~~9.~~ **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of California.

11. ~~10.~~ ~~Ground Lease Controlling~~**Conflicts.** Except as expressly stated in this Agreement, the terms of the ~~Ground~~ Lease shall control the rights, duties, interests and obligations of the parties hereto with respect to the ~~Property~~Premises. This Agreement does not amend any of the rights, duties, interests or obligations of the Landlord or Lender as may arise under the Lease by implication or otherwise, except as expressly stated herein.

12. ~~11.~~ **Venue for Proceedings.** Each of the parties expressly consents to venue in the state or federal courts located in Santa Clara County, California for any action between any of the parties hereto for the enforcement or interpretation or construction of any of the terms or conditions of this Agreement.

13. ~~12.~~ **Entire Agreement.** This Agreement ~~contains~~and the Joinder attached hereto contain all representations and the entire understanding and agreement between the parties regarding the subject matter described herein. Any correspondence, memorandum or oral or written agreements regarding the subject matter of this Agreement are replaced in full by this Agreement. This Agreement shall not be altered or modified except by writing signed by Landlord and Lender.

14. **Recording.** Upon request of any party hereto, the parties shall record this Agreement or a mutually-acceptable memorandum hereof in the Official Records of Santa Clara County, California, at the cost of the requesting party.

15. ~~13.~~ **Authority.** ~~Each~~Landlord and Lender hereby represent and warrant to the other party that each person executing this Agreement on their behalf ~~of a party named herein hereby represents and warrants to the other party that he or she~~ has full and proper authority and is fully and properly empowered to execute this Agreement on behalf of the party for whom he or she is signing, and that, upon execution of this Agreement by Landlord and Lender, this Agreement shall be binding upon the party for which he or she is signing, and enforceable in accordance with its terms.

16. ~~14.~~ **Counterparts.** This Agreement, including the Joinder and Approval of Fee Owner attached, may be signed in counterparts and in electronic (PDF) form, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

[~~Signatures on next~~ [Signature](#) page [follows.](#)]

SIGNATURE PAGE
TO
AGREEMENT REGARDING GROUND LEASES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

<u>Landlord:</u>	<u>Lender:</u>
<u>MISSION-WEST VALLEY LAND CORPORATION</u>	<u>CITIBANK, N.A.</u>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

LANDLORD:

~~MISSION-WEST VALLEY LAND CORPORATION~~ a
~~non-profit public benefit corporation~~

By:
Name:-
Title:

TENANT (for purposes of Paragraph 34 and consenting to the terms of this Agreement):

~~LAKHA PROPERTIES – SANTA CLARA, LLC~~ a ~~Washington limited liability company~~

~~By its Managing Member:~~
~~ASL Properties – Santa Clara, Inc.~~ a ~~Delaware corporation~~

By:- ~~Amin S. Lakha~~
~~President, ASL Properties – Santa Clara, Inc.~~

LENDER:

~~ARCHON FINANCIAL, L.P.~~
~~a Delaware limited partnership~~

By: ~~_____~~ ~~Name:-~~ _____

Title:-

Amin S. Lakha, Manager

JOINDER AND APPROVAL OF FEE OWNER

West Valley-Mission Community College District ("District"), as landlord under the Master Lease, hereby agrees as follows (except as otherwise expressly provided herein, a capitalized term used in this Joinder and Approval of Fee Owner ("Joinder") shall have the same defined meaning set forth in the Agreement Regarding Ground Leases to which it is attached ("Agreement")):

1. Neither the Transfer of Tenant's interest in the Lease to any of the Beneficiaries, nor the exercise by Lender of the Lender's Remedies (as defined in the Agreement), shall (i) require the consent or approval of the District; provided that, in the case of Lender's Remedies, any such exercise shall be subject to the terms and conditions set forth in Section 1101.9(c) of the Lease, to the extent applicable (as the same may be amended by the Agreement), and any actions taken by Lender in violation of the terms and conditions of the Lease shall be prohibited without the written consent or approval of Landlord or Fee Owner, as the case may be; or (ii) result in (A) any increase in liability for such new Tenant pursuant to Section 1010 of the Lease, or (B) any adjustment to Annual Minimum Rent pursuant to Section 403 of the Lease.

2. Notwithstanding anything in the Master Lease to the contrary, (i) any Fee Mortgage shall be subject and subordinate to the Lease and all amendments and modifications thereto as of the effective date of the Fee Mortgage; and (ii) any Fee Mortgagee shall not unreasonably withhold, condition or delay its consent to any modification or amendment to this Lease required by Lender or any of the Beneficiaries.

3. Notwithstanding anything in the Master Lease to the contrary (including, without limitation, Section 1203 and Articles XIII and XIV of the Master Lease), the following amounts shall be paid to Lender and shall be applied by Lender in accordance with the provisions of the Leasehold Deed of Trust and the other documents and agreements evidencing and securing the Loan: (a) all proceeds of any property insurance covering all or any portion of the Collateral (excluding, however, any property insurance covering any property of a Project Subtenant or Project Space Subtenant); and (b) all condemnation awards payable with respect to the taking by eminent domain of all or any portion of the Collateral (or any sale under threat of eminent domain). Any proceeds remaining following the repayment of the Loan in full will be delivered by Lender to the party entitled thereto under the Lease. Nothing in the foregoing, however, shall be deemed to relieve the Tenant of the obligation that Tenant may have to Landlord under the Lease, or that Landlord may have to District under the Master Lease, to repair or restore damage to the Premises caused by casualty or condemnation.

4. Lender's lien and security interest in any furniture, trade fixtures, equipment and other personal property, contract rights, plans or data relating to the Project, and any intangible property relating to the Premises, but excluding Tenant's right and interest in and to any rents, issues and profits (including, without limitation, all subrents and other sums due from Project Subtenants, licensees, and concessionaires or under Project Subtenant Leases), is superior to and shall at all times have priority over, any lien, right, claim or title of any nature which District now has or hereafter may have or assert in or to such Collateral by law or pursuant to the Lease, the Master Lease, any other agreement or otherwise. Notwithstanding anything in the Lease or the Master Lease to the contrary (including, without limitation, Section 1506.8 of the Lease and Master Lease), if Lender is complying with Section 1101.9(c) of the Lease regarding the curing of Tenant breaches and the applicable Lender Cure Period (as defined below) has not expired, then (A) District shall not exercise its rights under the assignment of subrents and other sums due from Project Subtenants pursuant to Section 1506.8 of the Master Lease, and (B) Lender shall have the right to collect and receive all rents, royalties, issues, income and profits related to the use and occupancy of the Premises (including, without limitation, all subrents and other sums due from Project Subtenants, licensees, and concessionaires or under Project Subtenant Leases). Nothing in the foregoing shall be deemed to (i) require Lender to cure any breach or default of Tenant, or (ii) affect Lender's

option to obtain a new lease with Landlord pursuant to Section 1101.9(d) of the Lease. Upon request from Lender, District will provide written confirmation of the foregoing agreements to Project Subtenants and other interested parties. For purposes hereof, the "Lender Cure Period" means, with respect to any Tenant breach of the Lease, the time period provided in Section 1101.9(c) of the Lease for the Lender to cure such breach (i.e., thirty (30) days after the time Tenant has to cure the breach or, if the breach is other than for the non-payment of money, such other time period as is set forth in Section 1101.9(c)).

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5. Nothing in the Master Lease shall be deemed to prohibit or restrict the right of Lender to: (i) grant participation interests in and to the Loan, or (ii) assign its rights in the Loan to (A) any other Institutional Lender, (B) an Eligible Assignee (as defined below), or (C) any other lender reasonably satisfactory to Landlord and any Fee Mortgagees (as evidenced in a writing executed by Landlord and such Fee Mortgagees), provided that, in the case of any such assignment of Lender's rights in the Loan to an Eligible Assignee, at least ten (10) business days before the Transfer, Lender notifies Landlord of such assignment and delivers to Landlord any documents or information reasonably requested by Landlord relating thereto, including reasonable documentation that the assignment satisfies the requirements of this Section. For purposes hereof, "Eligible Assignee" means a real estate investment trust or hedge fund that has a tangible net worth of at least One Billion Dollars (\$1,000,000,000.00).

6. District acknowledges and agrees that Lender is an express third-party beneficiary of the NDA and that, upon the Transfer of Tenant's interest in the Lease to any of the Beneficiaries, the Beneficiaries shall have all of the rights of the "Tenant" thereunder.

7. District agrees that, solely as between the District and the Beneficiaries, the terms set forth in Section 2 of the Agreement shall be considered part of any direct lease entered into by the District pursuant to the NDA, provided that nothing in Section 2 shall constitute an amendment to such direct lease (a) affecting the rights, interests or obligations of Tenant or any other party, including any of Tenant's successors or assigns, other than the Beneficiaries, or (b) affecting the rights, interests or obligations of any person or entity who acquires the Tenant's interest in such lease from any of the Beneficiaries described in clauses (ii) or (iii) of the introductory paragraph of Section 2 of the Agreement.

8. District hereby represents and warrants to Lender that the person executing this Joinder on the District's behalf has full and proper authority and is fully and properly empowered to execute this Joinder on behalf of the District, and that, upon execution of this Joinder by the District, this Joinder shall be binding upon the District and enforceable in accordance with its terms.

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9. The terms of this Joinder shall inure to the benefit of and be binding upon the successors and assigns of the District. Except as to the Beneficiaries, none of the provisions of this Joinder shall be for the benefit of or enforceable by any person or entity not made a party to the Agreement. In the event of any controversy arising out of or in connection with this Joinder, the prevailing party shall be entitled to reasonable attorneys' fees and costs. This Joinder shall be construed in accordance with, and shall be governed by, the laws of the State of California. This Joinder does not amend any of the rights, duties, interests or obligations of the District as may arise under the Master Lease, the Lease, or any direct lease entered into pursuant to the NDA by implication or otherwise, except as expressly stated herein. The District expressly consents to venue in the state or federal courts located in Santa Clara County, California for any action between any of the parties to the Agreement for the enforcement or interpretation or construction of any of the terms or conditions of this Joinder. This Joinder contains all representations and the entire understanding and agreement of the District regarding the subject matter described herein. Any correspondence, memorandum or oral or written agreements regarding the subject matter of this Joinder are replaced in full by this Joinder. This Joinder shall not be altered or modified except by writing signed by the District. Upon request of District or Lender, the parties shall record this Joinder or a mutually-acceptable memorandum hereof in the Official Records of Santa Clara County, California, at the cost of the requesting party.

WEST VALLEY-MISSION COMMUNITY
COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

GROUND LESSOR ESTOPPEL CERTIFICATE

April _____, 2014

Citibank N.A.
One Sansome Street #2400
San Francisco, CA 94104,
Attention: Charles Lee

Lakha Properties - Santa Clara, LLC
500 – 108th Ave. N.E., Suite 2050
Bellevue, Washington 98004
Attn: Andy Lakha

Re: Ground Lease of Mercado Shopping Center, Santa Clara, California.

Ladies and Gentlemen:

The undersigned Mission-West Valley Land Corporation, formerly known as Mission-West Valley Educational Foundation ("**Landlord**") does hereby state, declare, represent and warrant to you as follows:

1. Landlord has entered into a lease of the premises (the "**Premises**") more particularly described on **Exhibit A** attached hereto (collectively referred to herein as the "**Lease**"), a copy of which Lease is attached hereto as **Exhibit B**. Lakha Properties - Santa Clara, LLC, a Washington limited liability company ("**Tenant**"), is the current tenant under the Lease. Landlord is the current landlord under the Lease and has not assigned, transferred or conveyed any of its rights as landlord under the Lease to any person or entity. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Lease.

2. The copy of the Lease and all amendments and instruments referred to in **Exhibit A**, including all exhibits and attachments thereto, that are attached hereto as **Exhibit B** are a true and correct copy of the Lease and such other instruments, and constitute the only agreements between Landlord and Tenant affecting the Premises. The Lease is in full force and effect, and has not been further amended, supplemented or changed either verbally or in writing.

3. Landlord has delivered quiet possession of the Premises to Tenant and the term of the Lease commenced on **September 19, 1990**, and shall expire on **September 18, 2045**, unless sooner terminated or extended in accordance with the terms of the Lease. Tenant has the option to extend the term of the Lease for two (2) additional terms, the first of which, if exercised in accordance with the Lease, will be for twenty-five (25) years and the second of which would be for fifteen (15) years.

4. Upon the recording, in the Santa Clara County, California official real estate records, of that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Leasehold Deed of Trust**") given by Tenant to Citibank, N.A. (together with its successors and assigns, "**Lender**") and granting to Lender a lien upon Tenant's interest as tenant under the Lease and Tenant's interest as sublandlord under all subleases, (i) Landlord shall recognize the Leasehold Deed of Trust as a "Leasehold Mortgage" and a "Tenant-Leasehold Mortgage" and the holder thereof as a

"Leasehold Mortgagee" and a "Tenant Leasehold Mortgagee" for all purposes as those terms are defined in the Lease, (ii) Lender shall, subject to the terms, covenants and conditions set forth in the Lease, be entitled to all of the rights and benefits of a Leasehold Mortgagee and Tenant Leasehold Mortgagee under the Lease, (iii) the Leasehold Deed of Trust shall, subject to the terms, covenants and conditions set forth in the Lease, be entitled to all of the benefits of a Leasehold Mortgage and a Tenant-Leasehold Mortgage under the Lease, and (iv) upon delivery of a certified copy of the original of the Leasehold Deed of Trust, bearing the date and book and page (or recording number) of the recordation thereof, along with a copy of the original note secured by the Leasehold Deed of Trust, together with written notice of the address to which notices shall be sent to Lender, the Leasehold Deed of Trust shall be binding upon Landlord in the enforcement of its rights and remedies provided under the Lease. Landlord further deems Lender an "Institutional Lender" for purposes of Section 1101.6 of the Lease.

5. To the best of Landlord's knowledge, no uncured breach or default, or event that with the passage of time or the giving of notice, or both, would constitute a breach or default, exists on the part of the undersigned or Tenant under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Landlord or Tenant, respectively. Further, Landlord has received no notice of its breach or default under the Lease and Landlord has not delivered to Tenant any notice of Tenant's breach or default under the Lease that has not been cured.

6. No facts or circumstances currently exist that would give Landlord any current right to terminate the Lease with respect to all or any portion of the Premises, including, without limitation any current right to terminate the Lease pursuant to Section 1509.2 thereof (such termination right being of no further force or effect). Any right of Landlord to terminate the Lease as described in Section 1101.9(d)(i) thereof (as modified by that certain Agreement Regarding Ground Leases, dated on or about the date hereof, to be entered into by and between Landlord and Lender ("**Agreement**")) is subject to Landlord's obligation to enter into a New Lease with Lender in accordance with, and subject to, the terms, covenants and conditions set forth in Section 1101.9(d) of the Lease (as modified by the Agreement), which obligation survives the termination of the Lease and is enforceable by Lender.

7. The current Annual Minimum Rent under the Lease is \$950,000.00 per year, payable in advance in equal monthly installments of \$79,166.67 per month. The next Minimum Rent Adjustment Date under the Lease is September 19, 2016. The Adjustment Fall Away Date has not yet occurred with respect to the Premises.

8. No rentals are accrued and unpaid under the Lease, except for Annual Percentage Rent for the current calendar month (which is not payable pursuant to the terms of the Lease, if at all, until the last day of the current calendar month) and except for amounts that may be accrued, but not yet billed to Tenant, pursuant to Section 809.2 of the Lease (relating to the maintenance and repair of the Perimeter Road).

9. No prepayments of rentals due under the Lease have been made, and no security or other deposits as security have been made thereunder, except as follows: None.

10. The undersigned has no current knowledge of any defense as to its obligations under the Lease.

11. The undersigned has not received notice of any assignment, hypothecation, mortgage, or pledge of Tenant's interest in the Lease, except pursuant to the Leasehold Deed of Trust and that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing given by Tenant to Archon Financial, L.P., recorded on June 23, 2004, in the Official Records of Santa Clara County, California as Instrument No. 17863626.

12. There is no currently existing "Fee Mortgagee", as defined in the Lease, encumbering the leasehold interest of the Landlord in the Master Lease or the Lease.

13. Landlord acknowledges receipt of Lender's notice address of: Citibank, N.A., One Sansome Street #2400, San Francisco, CA 94104, Attention: Charles Lee, with copies to Thompson Coburn LLP, 2029 Century Park East, Suite 1900, Los Angeles, CA 90067, Attention: Victoria A. Gilbert, for purposes of giving those notices required to be given to Lender under the Lease or any other agreement between Landlord and Lender pertaining to the Lease.

14. The following Surviving DDA Provisions (defined in Section 1514.2 of the Lease) are applicable to Parcel 1: §§ **105.5, 106, 503.2, 503.6(a), 503.6(b), 503.4, 503.7, 503.8, 504, 505.1, 505.2, 505.3, 505.4, 601, 602, 603, 604, 605, 606, 607, 608, 704.4, 707.1**. The terms and conditions of the Third Amendment to Disposition and Development Agreement dated as of May 28, 1993, also continue to be applicable to Parcel 1.

15. The following Surviving DDA Provisions are not applicable to Parcel 1: **None**.

16. The following Surviving DDA Provisions have been satisfied: **Article IV, §§ 502, 503.1, 503.3, 503.5, 503.9**.

17. To the best of Landlord's knowledge, no uncured breach or default, or event that with the passage of time or the giving of notice, or both, would constitute a breach or default, exists on the part of the undersigned or Tenant under the DDA in the performance of the terms, covenants and conditions of the DDA required to be performed on the part of Landlord or Tenant, respectively. Further, Landlord has received no notice of its breach or default under the DDA and Landlord has not delivered to Tenant any notice of Tenant's breach or default under the DDA.

18. The individual signing this Ground Lessor Estoppel Certificate on behalf of Landlord is duly authorized and empowered in all respects to do so and bind Landlord hereby.

The undersigned understands and acknowledges that Tenant is obtaining a loan from Lender and, as part of the security for such loan, Tenant will (i) grant to Lender, pursuant to the Leasehold Deed of Trust, a deed of trust encumbering Tenant's interest in the Premises and the improvements located thereon and (ii) make a security assignment of all subleases under the Lease, and that Lender is relying upon the representations, warranties and certifications contained herein in making such loan. This Ground Lessor Estoppel Certificate is rendered solely for the benefit of Tenant, Lender and their respective successors and assigns, and may not be relied upon by any other party.

Very truly yours,

**MISSION-WEST VALLEY LAND
CORPORATION**

By: _____

Its: _____

Exhibit A

The Lease and Other Instruments

1. Ground Lease dated as of September 19, 1990, by and between Landlord, as landlord, and Jim Joseph, as tenant, referenced in that certain Memorandum of Ground Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 564;
2. Amendment to Ground Leases dated April 1, 1992, by and between Landlord and Jim Joseph, referenced in Memorandum of Amendments to Ground Leases recorded on May 28, 1993, in the Official Records of Santa Clara County, California, Book M806, Page 1422;
3. Second Amendment to Ground Leases dated May 28, 1993, referenced in Memorandum of Amendments to Ground Leases recorded on May 28, 1993, in the Official Records of Santa Clara County, California, Book M806, Page 1422;
4. Third Amendment to Ground Leases dated April 16, 1996, referenced in Memorandum of Third Amendment to Ground Leases dated as of April 16, 1996, recorded on April 26, 1996, in the Official Records of Santa Clara County, California, Book P304, Page 1665;
5. Assignment and Assumption of Lease dated June 25, 1997, by and between Jim Joseph, as assignor, and the Jim Joseph Revocable Trust U/T/D January 19, 1990, as assignee, recorded on [November 5, 1998] in the Official Records of Santa Clara County, California as Instrument No. [14483280];
6. Assignment and Assumption of Lease dated January 3, 2000, by and between Jim Joseph, individually and as trustee of the Jim Joseph Revocable Trust U/T/D January 19, 1990, as assignor, and Mercado, LLC, as assignee, recorded on February 22, 2001, in the Official Records of Santa Clara County, California as Instrument No. 15568405;
7. Assignment and Assumption of Lease dated June 23, 2004, by and between Mercado, LLC, as assignor and Tenant, as assignee, referenced in that certain Memorandum of Assignment and Assumption of Ground Lease and Surviving DDA Provisions dated as of June 23, 2004, recorded on June 23, 2004, in the Official Records of Santa Clara County, California as Document No. 17863624;
8. Fourth Amendment to Ground Leases dated February 15, 2007, by and between Landlord and Tenant, referenced in a certain Memorandum of Fourth Amendment to Ground Lease recorded on October 9, 2007, in the Official Records of Santa Clara County, California as Instrument No. 19608320;
9. Nondisturbance and Attornment Agreement dated as of May 15, 2007, by and among Landlord, Tenant and Valley-Mission Community College District, a California community college district, recorded on May 25, 2007 as Instrument No. 19445147;
10. Agreement on Adjustment to the Annual Minimum Rent dated November 16, 2011, by and between Landlord and Tenant;
11. Agreement Regarding Ground Leases dated as of April ____, 2014, by and between Landlord, Tenant and Citibank, N.A.; and
12. Agreement dated April ____, 2014, by and between Landlord and Tenant.

Exhibit B

Copy of Lease

[SEE ATTACHED COPY]

GROUND LESSOR ESTOPPEL CERTIFICATE

~~June 23 2004~~

April, 2014

~~Archon Financial, L~~Citibank N.P.A.
One Sansome Street #2400
San Francisco, CA 94104,
~~600 East Las Colinas Boulevard~~
~~Suite 450~~
~~Irving, Texas 75039~~
~~Attn~~Attention: Linda LathamCharles Lee

Lakha Properties - Santa Clara, LLC
500 – 108th Ave. N.E., Suite 2050
Bellevue, Washington 98004
Attn: Andy Lakha

Re: Ground Lease of Mercado Shopping Center, Santa Clara, California.

Ladies and Gentlemen:

The undersigned Mission-West Valley Land Corporation, formerly known as Mission-West Valley Educational Foundation, ("Landlord") does hereby state, declare, represent and warrant to you as follows:

1. ~~1.~~ Landlord has entered into a lease of the premises (the "Premises") more particularly described ~~in that certain written Ground Lease dated as of September 19, 1990 by and between Landlord and Jim Joseph, referenced in that certain Memorandum of Ground Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 564, as amended by Amendment to Ground Leases dated April 1, 1992, and Second Amendment to Ground Leases dated May 28, 1993, referenced in Memorandum of Amendments to Ground Leases recorded on May 28, 1993, in the Official Records of Santa Clara County, California, Book M806, Page 1422, and as further amended by Third Amendment to Ground Leases dated April 16, 1996, referenced in Memorandum of Third Amendment to Ground Leases dated as of April 16, 1996, recorded on April 26, 1996, in the Official Records of Santa Clara County, California, Book P304, Page 1665, and assigned and assumed by instrument entitled Assignment and Assumption of Lease dated as of January 3, 2000, recorded on February 22, 2001, in the Official Records of Santa Clara County, California as Document No. 15568405, (all on Exhibit A attached hereto~~ (collectively referred to herein as the "Lease"). ~~Mercado~~, a copy of which Lease is attached hereto as Exhibit B, Lakha Properties - Santa Clara, LLC, a ~~Delaware~~Washington limited liability company ("Tenant"), is the current tenant under the Lease. Landlord is the current landlord under the Lease and has not assigned, transferred or conveyed any of its rights as landlord under the Lease to any person or entity. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Lease.

~~2.~~ ~~2.~~ The copy of the ~~Ground~~ Lease and all amendments and instruments referred to in ~~Paragraph 1 above and~~ Exhibit A, including all exhibits and attachments thereto, that are attached hereto as Exhibit A, is ~~B are~~ a true and correct copy of the Lease and ~~constitutes~~ such other instruments, and constitute the only ~~agreement~~ agreements between Landlord and Tenant affecting the Premises. The Lease is in full force and effect, and has not been further amended, supplemented or changed either verbally or in writing.

~~3.~~ ~~3.~~ Landlord has delivered quiet possession of the Premises to Tenant and the term of the Lease commenced on **September 19, 1990**, and shall expire on **September 18, 2045**, unless sooner terminated or extended in accordance with the terms of the Lease. Tenant has the option to extend the term of the Lease for two (2) additional terms, the first of which, if exercised in accordance with the Lease, will be for twenty-five (25) years and the second of which would be for fifteen (15) years.

~~4.~~ ~~4.~~ ~~Landlord has consented to an assignment of Tenant's interests in the Lease by Tenant to Lakha Properties—Santa Clara, LLC, a Washington limited liability company ("Assignee") by that certain instrument entitled Assignment and Assumption of Lease, and upon such assignment, Landlord will recognize Assignee as Tenant under the Lease. Upon such assignment and the recording~~ Upon the recording, in the Santa Clara County, California official real estate records, of that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Leasehold Deed of Trust") given by Assignee Tenant to Archon Financial Citibank, L.N.P.A. (together with its successors and assigns, "Lender") and granting to Lender a lien upon Assignee's Tenant's interest as Tenant tenant under the Lease; and Tenant's interest as sublandlord under all subleases, (i) Landlord shall recognize the Leasehold Deed of Trust as a "Leasehold Mortgage" and a "Tenant-Leasehold Mortgage" and the holder thereof as a "Leasehold Mortgagee" and a "Tenant Leasehold Mortgagee" for all purposes as those terms are defined in the Lease, (ii) Lender shall, subject to the terms, covenants and conditions set forth in the Lease, be entitled to all of the rights and benefits of a Leasehold Mortgagee and Tenant Leasehold Mortgagee under the Lease, (iii) the Leasehold Deed of Trust shall, subject to the terms, covenants and conditions set forth in the Lease, be entitled to all of the benefits of a Leasehold Mortgage and a Tenant-Leasehold Mortgage under the Lease, and (iv) upon delivery of a certified copy of the original of the Leasehold Deed of Trust, bearing the date and book and page (or recording number) of the recordation thereof, along with a copy of the original note secured by the Leasehold Deed of Trust, together with written notice of the address to which notices shall be sent to Lender, the Leasehold Deed of Trust shall be binding upon Landlord in the enforcement of its rights and remedies provided under the Lease. Landlord further ~~recognizes~~ deems Lender ~~as~~ an "Institutional Lender" for purposes of Section 1101.6 ~~of the of the~~ Lease.

~~5.~~ ~~5.~~ To the best of ~~Landlord's~~ Landlord's knowledge, no uncured breach or default, or event that with the passage of time or the giving of notice, or both, would constitute a breach or default, exists on the part of the undersigned or ~~the~~ Tenant under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of ~~the~~ Landlord or Tenant, respectively. Further, Landlord has received no notice of its breach or default under the Lease and Landlord has not delivered to Tenant any notice of Tenant's breach or default under the Lease that has not been cured.

~~6.~~ No facts or circumstances currently exist that would give Landlord any current right to terminate the Lease with respect to all or any portion of the Premises, including, without limitation any current right to terminate the Lease pursuant to Section 1509.2 thereof (such termination right being of no further force or effect). Any right of Landlord to terminate the Lease as described in Section 1101.9(d)(i) thereof (as modified by that certain Agreement Regarding Ground Leases, dated on or about the date

hereof, to be entered into by and between Landlord and Lender (“Agreement”)) is subject to Landlord’s obligation to enter into a New Lease with Lender in accordance with, and subject to, the terms, covenants and conditions set forth in Section 1101.9(d) of the Lease (as modified by the Agreement), which obligation survives the termination of the Lease and is enforceable by Lender.

7. The current Annual Minimum Rent under the Lease is \$950,000.00 per year, payable in advance in equal monthly installments of \$79,166.67 per month. The next Minimum Rent Adjustment Date under the Lease is September 19, 2016. The Adjustment Fall Away Date has not yet occurred with respect to the Premises.

8. ~~6. To the best of Landlord’s knowledge, no~~ No rentals are accrued and unpaid under the Lease, except for Annual Percentage Rent for the current calendar month (which is not payable pursuant to the terms of the Lease, if at all, until the last day of the current calendar month) and except for amounts that may be accrued, but not yet billed to Tenant, pursuant to Section 809.2 of the Lease (relating to the maintenance and repair of the Perimeter Road).

9. ~~7.~~ No prepayments of rentals due under the Lease have been made, and no security or other deposits as security have been made thereunder, except as follows: None.

10. ~~8.~~ The undersigned has no current knowledge of any defense as to its obligations under the Lease.

11. ~~9.~~ The undersigned has not received notice of any assignment, hypothecation, mortgage, or pledge of Tenant’s interest in the Lease, except pursuant to the Leasehold Deed of Trust and ~~the following (if none, so state): None.~~ that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing given by Tenant to Archon Financial, L.P., recorded on June 23, 2004, in the Official Records of Santa Clara County, California as Instrument No. 17863626.

12. There is no currently existing “Fee Mortgage”, as defined in the Lease, encumbering the leasehold interest of the Landlord in the Master Lease or the Lease.

13. Landlord acknowledges receipt of Lender’s notice address of: Citibank, N.A., One Sansome Street #2400, San Francisco, CA 94104, Attention: Charles Lee, with copies to Thompson Coburn LLP, 2029 Century Park East, Suite 1900, Los Angeles, CA 90067, Attention: Victoria A. Gilbert, for purposes of giving those notices required to be given to Lender under the Lease or any other agreement between Landlord and Lender pertaining to the Lease.

14. ~~10.~~ The following Surviving DDA Provisions (defined in Section 1514.2 of the Lease) are applicable to Parcel 1: §§ ~~105.5, 106, 503.2, 503.6(a), 503.6(b), 503.4, 503.7, 503.8, 504, 505.1, 505.2, 505.3, 505.4, 601, 602, 603, 604, 605, 606, 607, 608, 602, 603, 604, 605, 606, 607, 608, 704.4, 707.1.~~ The terms and conditions of the Third Amendment to Disposition and Development Agreement dated as of May 28, 1993, also continue to be applicable to Parcel 1.

15. ~~11.~~ The following Surviving DDA Provisions are not applicable to Parcel 1: **None.**

16. ~~12.~~ The following Surviving DDA Provisions have been satisfied: **Article IV, §§ 502, 503.1, 503.3, 503.4, 503.5, 503.9, 505.2.**

17. To the best of Landlord's knowledge, no uncured breach or default, or event that with the passage of time or the giving of notice, or both, would constitute a breach or default, exists on the part of the undersigned or Tenant under the DDA in the performance of the terms, covenants and conditions of the DDA required to be performed on the part of Landlord or Tenant, respectively. Further, Landlord has received no notice of its breach or default under the DDA and Landlord has not delivered to Tenant any notice of Tenant's breach or default under the DDA.

18. The individual signing this Ground Lessor Estoppel Certificate on behalf of Landlord is duly authorized and empowered in all respects to do so and bind Landlord hereby.

The undersigned understands and acknowledges that ~~Assignee is about to purchase Tenant's interest in the Premises and the improvements located thereon and that, in connection therewith, Assignee may obtain~~ Tenant is obtaining a loan from Lender and, as part of the security for such loan, Tenant will (i) grant to Lender, pursuant to the Leasehold Deed of Trust, a deed of trust encumbering Tenant's interest in the Premises and the improvements located thereon and (ii) make a security assignment of all subleases under the Lease, and that ~~Assignee and Lender are~~ is relying upon the representations ~~and~~ warranties and certifications contained herein in making such loan ~~or entering into such purchase. The representations and warranties herein contained are.~~ This Ground Lessor Estoppel Certificate is rendered solely for the benefit of ~~Assignee and Lender~~ Tenant, Lender and their respective successors and assigns, and may not be relied upon by any other party.

Very truly yours,

~~Mission West Valley Land Corporation~~

MISSION-WEST VALLEY LAND CORPORATION

By: _____

Its: _____

Exhibit A

The Lease and Other Instruments

1. Ground Lease dated as of September 19, 1990, by and between Landlord, as landlord, and Jim Joseph, as tenant, referenced in that certain Memorandum of Ground Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 564;
2. Amendment to Ground Leases dated April 1, 1992, by and between Landlord and Jim Joseph, referenced in Memorandum of Amendments to Ground Leases recorded on May 28, 1993, in the Official Records of Santa Clara County, California, Book M806, Page 1422;
3. Second Amendment to Ground Leases dated May 28, 1993, referenced in Memorandum of Amendments to Ground Leases recorded on May 28, 1993, in the Official Records of Santa Clara County, California, Book M806, Page 1422;
4. Third Amendment to Ground Leases dated April 16, 1996, referenced in Memorandum of Third Amendment to Ground Leases dated as of April 16, 1996, recorded on April 26, 1996, in the Official Records of Santa Clara County, California, Book P304, Page 1665;
5. Assignment and Assumption of Lease dated June 25, 1997, by and between Jim Joseph, as assignor, and the Jim Joseph Revocable Trust U/T/D January 19, 1990, as assignee, recorded on [November 5, 1998] in the Official Records of Santa Clara County, California as Instrument No. [14483280];
6. Assignment and Assumption of Lease dated January 3, 2000, by and between Jim Joseph, individually and as trustee of the Jim Joseph Revocable Trust U/T/D January 19, 1990, as assignor, and Mercado, LLC, as assignee, recorded on February 22, 2001, in the Official Records of Santa Clara County, California as Instrument No. 15568405;
7. Assignment and Assumption of Lease dated June 23, 2004, by and between Mercado, LLC, as assignor and Tenant, as assignee, referenced in that certain Memorandum of Assignment and Assumption of Ground Lease and Surviving DDA Provisions dated as of June 23, 2004, recorded on June 23, 2004, in the Official Records of Santa Clara County, California as Document No. 17863624;
8. Fourth Amendment to Ground Leases dated February 15, 2007, by and between Landlord and Tenant, referenced in a certain Memorandum of Fourth Amendment to Ground Lease recorded on October 9, 2007, in the Official Records of Santa Clara County, California as Instrument No. 19608320;
9. Nondisturbance and Attornment Agreement dated as of May 15, 2007, by and among Landlord, Tenant and Valley-Mission Community College District, a California community college district, recorded on May 25, 2007 as Instrument No. 19445147;
10. Agreement on Adjustment to the Annual Minimum Rent dated November 16, 2011, by and between Landlord and Tenant;
11. Agreement Regarding Ground Leases dated as of April _____, 2014, by and between Landlord, Tenant and Citibank, N.A.; and
12. Agreement dated April _____, 2014, by and between Landlord and Tenant.

Exhibit B

Copy of Lease

[SEE ATTACHED COPY]

MASTER GROUND LEASE ESTOPPEL CERTIFICATE

April _____, 2014

Citibank N.A.
One Sansome Street #2400
San Francisco, CA 94104
Attention: Charles Lee

Lakha Properties - Santa Clara, LLC
500 – 108th Ave. N.E., Suite 2050
Bellevue, Washington 98004
Attn: Andy Lakha

Re: Master Ground Lease of Mercado Shopping Center, Santa Clara, California.

Ladies and Gentlemen:

West Valley-Mission Community College District (“**Landlord**”) is the landlord and Mission-West Valley Land Corporation (“**Tenant**”) is the tenant under that certain Master Ground Lease dated September 19, 1990, as amended and as more particularly described in Exhibit B attached hereto (as amended, the “**Master Lease**”) of the real property described on Exhibit A attached hereto (the “**Premises**”).

Pursuant to the certain Ground Lease dated September 19, 1990, as amended (as amended, the “**Ground Sublease**”), Tenant, as sublandlord thereunder, has subleased the portion of the Premises described therein to Lakha Properties – Santa Clara, LLC, a Washington limited liability company (“**Subtenant**”).

Landlord and Tenant are advised that Subtenant desires to obtain a loan from Citibank N.A. (together with its successors and assigns, “**Lender**”) to be secured by a Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (“**Leasehold Deed of Trust**”) to be given by Subtenant to Lender granting Lender a lien upon, among other things, Subtenant’s interest as subtenant under the Ground Sublease and Subtenant’s interest as sub-landlord under all sub-leases. Lender has advised that, as a condition to making the Loan, Lender requires that Landlord and Tenant confirm certain facts with respect to the Master Lease.

Accordingly, as the parties to the Master Lease, Landlord and Tenant do hereby state, declare, represent and warrant to you as follows:

1. Landlord is the current landlord under the Master Lease and has not assigned, transferred or conveyed any of its rights as landlord under the Master Lease to any person or entity.
2. Tenant is the current tenant under the Master Lease and has not assigned, transferred or conveyed any of its rights as tenant under the Master Lease to any person or entity.

3. The copy of the Master Lease attached hereto as **Exhibit C** is a true and correct copy of the Master Lease and, together with the other instruments described on **Exhibit B**, constitutes the only agreements between Landlord and Tenant affecting the Premises. The Master Lease is in full force and effect, and has not been further amended, supplemented or changed either verbally or in writing.

4. Landlord has delivered quiet possession of the Premises to Tenant and the term of the Master Lease commenced on **September 19, 1990** and shall expire on **September 18, 2045**, unless sooner terminated or extended in accordance with the terms of the Master Lease. Tenant has the option to extend the term of the Master Lease for two (2) additional terms, the first of which, if exercised in accordance with the Master Lease, will be for twenty-five (25) years and the second of which would be for fifteen (15) years.

5. Upon the recording of the Leasehold Deed of Trust in the Santa Clara County, California official real estate records, (i) Landlord shall recognize the Leasehold Deed of Trust as a "Leasehold Mortgage" and a "Sub-Leasehold Mortgage", and the holder thereof as a "Leasehold Mortgagee" and "Sub-Leasehold Mortgagee", for all purposes as those terms are defined in the Master Lease, and (ii) upon delivery of a certified copy of the original of the Leasehold Deed of Trust, bearing the date and book and page (or recording number) of the recordation thereof, along with a copy of the original note secured by the Leasehold Deed of Trust, together with written notice of the address to which notices shall be sent to Lender, the Leasehold Deed of Trust shall be binding upon Landlord in the enforcement of its rights and remedies provided under the Master Lease.

6. Landlord deems Lender an "Institutional Lender" for purposes of Section 1101.6 of the Master Lease.

7. Landlord hereby affirms Landlord's consent (a) to the Ground Sublease and (b) to the extent Landlord's consent is required under Section 1003 of the Master Lease, (i) to that certain estoppel certificate, dated on or about the date hereof, given by Tenant pursuant to the Ground Sublease, and (ii) to that certain Agreement Regarding Ground Leases, dated on or about the date hereof, to be entered into by and between Tenant and Lender, a copy of which is attached hereto as **Exhibit D**.

8. To the best of each of Landlord's and Tenant's knowledge, no uncured breach or default, or event that with the passage of time or the giving of notice, or both, would constitute a breach or default, exists on the part of the Landlord or the Tenant under the Master Lease in the performance of the terms, covenants and conditions of the Master Lease required to be performed on the part of Landlord or Tenant, respectively. Further, Landlord has received no notice of its breach or default under the Master Lease and Landlord has not delivered to Tenant any notice of Tenant's breach or default under the Master Lease. Further, Tenant has received no notice of its breach or default under the Master Lease and Tenant has not delivered to Landlord any notice of Landlord's breach or default under the Master Lease.

9. No facts or circumstances currently exist that would give either Landlord or Tenant any current right to terminate the Master Lease, including, without limitation any current right to terminate the Master Lease pursuant to Section 1509 thereof; or, to the extent any such facts or circumstances do exist, each of Landlord and Tenant hereby waive all rights to terminate the Master Lease based on any such facts or circumstances (whether known or unknown) that currently exist as of the date of this Master Ground Lease Estoppel Certificate.

10. No rentals are accrued and unpaid under the Master Lease.

11. No prepayments of rentals due under the Master Lease have been made, and no security or other deposits as security have been made thereunder, except as follows: None.

12. Neither Landlord nor Tenant has any current knowledge of any defense as to its obligations under the Master Lease.

13. Neither of the undersigned has received notice of any assignment, hypothecation, mortgage, or pledge of Subtenant's interest in the Ground Sublease, except pursuant to the Leasehold Deed of Trust and that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing given by Tenant to Archon Financial, L.P., recorded on June 23, 2004, in the Official Records of Santa Clara County, California as Instrument No. 17863626.

14. There is no currently existing "Fee Mortgage", as defined in the Master Lease.

15. The following Surviving DDA Provisions (defined in Section 1514.2 of the Lease) are applicable to Parcel 1: §§ **105.5, 106, 503.2, 503.6(a), 503.6(b), 503.4, 503.7, 503.8, 504, 505.1, 505.2, 505.3, 505.4, 601, 602, 603, 604, 605, 606, 607, 608, 704.4, 707.1**. The terms and conditions of the Third Amendment to Disposition and Development Agreement dated as of May 28, 1993, also continue to be applicable to Parcel 1.

16. The following Surviving DDA Provisions are not applicable to Parcel 1: **None**.

17. The following Surviving DDA Provisions have been satisfied: **Article IV, §§ 502, 503.1, 503.3, 503.5, 503.9**.

18. To the best of Landlord's and Tenant's knowledge, no uncured breach or default, or event that with the passage of time or the giving of notice, or both, would constitute a breach or default, exists on the part of Landlord, Tenant or Subtenant under the DDA in the performance of the terms, covenants and conditions of the DDA required to be performed on the part of Landlord, Tenant, or Subtenant respectively. Further, Landlord has received no notice of its breach or default under the DDA and Landlord has not delivered to Tenant or Subtenant any notice of Tenant's or Subtenant's breach or default under the DDA. Further, Tenant has received no notice of its breach or default under the DDA and Tenant has not delivered to Landlord or Subtenant any notice of Landlord's or Subtenant's breach or default under the DDA.

19. The individual signing this Master Ground Lease Estoppel Certificate on behalf of Landlord is duly authorized and empowered in all respects to do so and bind Landlord hereby. The individual signing this Master Ground Lease Estoppel Certificate on behalf of Tenant is duly authorized and empowered in all respects to do so and bind Tenant hereby.

20. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Master Lease.

Each of the undersigned understands and acknowledges that each of Subtenant and Lender will rely upon the representations, warranties and certifications contained herein in making or obtaining the loan referred to above and in granting and accepting the Leasehold Deed of Trust as security for the loan. This Master Ground Lease Estoppel Certificate is rendered solely for the benefit of Subtenant, Lender and their respective successors and assigns, and may not be relied upon by any other party.

Very truly yours,

**WEST VALLEY-MISSION COMMUNITY
COLLEGE DISTRICT**

**MISSION-WEST VALLEY LAND
CORPORATION**

By: _____

By: _____

Its: _____

Its: _____

Exhibit A
[The Premises]

Exhibit B

The Master Lease Documents

- A. The Master Lease is comprised of the following documents:
1. Master Ground Lease dated September 19, 1990, between Landlord and Tenant, referenced in that certain Memorandum of Master Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 558
 2. Amendment to Master Ground Lease dated April 26, 1996, by and between Landlord and Tenant, recorded on April 26, 1996, in the Official Records of Santa Clara County, California, in Book P304, Page 1670
 3. Second Amendment to Master Ground Lease dated October 2, 1997, by and between Landlord and Tenant.
 4. Third Amendment to Master Ground Lease dated September 12, 2006, by and between Landlord and Tenant.
- B. Nondisturbance and Attornment Agreement dated as of May 15, 2007, by and among Landlord, Tenant and Subtenant, recorded on May 25, 2007 as Instrument No. 2007-19445147

Exhibit C

Copy of Master Lease

[SEE ATTACHED COPY]

Exhibit D

Copy of Agreement Regarding Ground Lease

[SEE ATTACHED COPY]

MASTER GROUND ~~LESSOR~~LEASE ESTOPPEL CERTIFICATE

~~June~~, 2004

April, 2014

~~Archon Financial, L~~Citibank N.A.
One Sansome Street #2400
San Francisco, CA 94104
~~600 East Las Colinas Boulevard~~
~~Suite 450~~
~~Irving, Texas 75039~~
AttnAttention: Linda Latham Charles Lee

Lakha Properties - Santa Clara, LLC
500 – 108th Ave. N.E., Suite 2050
Bellevue, Washington 98004
Attn: Andy Lakha

Re: Master Ground Lease of Mercado Shopping Center, Santa Clara, California.

Ladies and Gentlemen:

~~The undersigned,~~ West Valley-Mission Community College District, (“**Landlord**”) ~~does hereby state, declare, represent and warrant to you as follows:~~
is

~~1. Landlord has entered into a master ground lease of the premises (the "Premises") more particularly described in that certain written Master Ground Lease dated as of September 19, 1990 by and between Landlord and Mission West Valley Land Corporation, formerly known as Mission West Valley Educational Foundation, referenced in that certain Memorandum of Master Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 558, as amended by Amendment to Master Ground Lease dated as of and recorded on April 26, 1996, in the Official Records of Santa Clara County, California, Book P304, Page 1670 (all collectively referred to herein as the "Lease"), the landlord and~~ Mission-West Valley Land Corporation (“**Tenant**”) is the ~~current~~ tenant under ~~the Lease~~ that certain Master Ground Lease dated September 19, 1990, as amended and as more particularly described in **Exhibit B** attached hereto (as amended, the “**Master Lease**”) of the real property described on **Exhibit A** attached hereto (the “**Premises**”).

Pursuant to the certain Ground Lease dated September 19, 1990, as amended (as amended, the “**Ground Sublease**”), Tenant, as sublandlord thereunder, has subleased the portion of the Premises described therein to Lakha Properties – Santa Clara, LLC, a Washington limited liability company (“**Subtenant**”).

Landlord and Tenant are advised that Subtenant desires to obtain a loan from Citibank N.A. (together with its successors and assigns, “**Lender**”) to be secured by a Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (“**Leasehold Deed of Trust**”) to

be given by Subtenant to Lender granting Lender a lien upon, among other things, Subtenant's interest as subtenant under the Ground Sublease and Subtenant's interest as sub-landlord under all sub-leases. Lender has advised that, as a condition to making the Loan, Lender requires that Landlord and Tenant confirm certain facts with respect to the Master Lease.

Accordingly, as the parties to the Master Lease, Landlord and Tenant do hereby state, declare, represent and warrant to you as follows:

1. ~~1.~~ Landlord is the current landlord under the Master Lease and has not assigned, transferred or conveyed any of its rights as landlord under the Master Lease to any person or entity.

2. ~~2.~~ Tenant is the current tenant under the Master Lease and has not assigned, transferred or conveyed any of its rights as tenant under the Master Lease to any person or entity.

3. ~~2.~~ The copy of the Master Lease ~~with the amendment and instruments referred to in Paragraph 1 above and all exhibits and attachments thereto,~~ attached hereto as Exhibit A,C is a true and correct copy of the Master Lease and, ~~together with the other instruments described on Exhibit B,~~ constitutes the only ~~agreement~~agreements between Landlord and Tenant affecting the Premises. The Master Lease is in full force and effect, and has not been further amended, supplemented or changed ~~either verbally or in writing.~~

4. ~~3.~~ Landlord has delivered quiet possession of the Premises to Tenant and the term of the Master Lease commenced on **September 19, 1990** and shall expire on **September 18, 2045**, unless sooner terminated or extended in accordance with the terms of the Master Lease. Tenant has the option to extend the term of the Master Lease for two (2) additional terms, the first of which, if exercised in accordance with the Master Lease, will be for twenty-five (25) years and the second of which would be for fifteen (15) years.

5. ~~4.~~ ~~Landlord agrees that, upon~~Upon the recording of ~~that certain~~the Leasehold Deed of Trust, ~~Assignment of Rents, Security Agreement and Fixture Filing ("Leasehold Deed of Trust") given by Lakha Properties — Santa Clara, LLC, a Washington limited liability company ("Sub-Tenant"), to Archon Financial, L.P., a Delaware limited partnership ("Lender"), granting to Lender a lien upon Sub-Tenant's interest as the tenant under that certain Ground Lease and amendments thereto as more particularly described on Exhibit B hereto (all collectively, the "Sub-Lease");~~in the Santa Clara County, California official real estate records, (i) Landlord shall recognize ~~(1)~~ the Leasehold Deed of Trust as a "Leasehold Mortgage" and (ii) Lender and its successors and assigns ~~a "Sub-Leasehold Mortgage", and the holder thereof as a "Leasehold Mortgagee", with respect to~~ and "Sub-Tenant's interest in the Sub Lease, in each instance Leasehold Mortgagee", for all purposes as those terms are defined in the Master Lease, and (ii) upon delivery of a certified copy of the original of the Leasehold Deed of Trust, bearing the date and book and page (or recording number) of the recordation thereof, along with a copy of the original note secured by the Leasehold Deed of Trust, together with written notice of the address to which notices shall be sent to Lender, the Leasehold Deed of Trust shall be binding upon Landlord in the enforcement of its rights and remedies provided ~~under~~ ~~the~~ Master Lease.

6. ~~5.~~ Landlord ~~further recognizes~~deems Lender ~~as~~ an "Institutional Lender" for purposes of Section ~~H-01.6~~1101.6 of the Master Lease.

7. Landlord hereby affirms Landlord's consent (a) to the Ground Sublease and (b) to the extent Landlord's consent is required under Section 1003 of the Master Lease, (i) to that certain estoppel certificate, dated on or about the date hereof, given by Tenant pursuant to the Ground Sublease, and (ii) to that certain Agreement Regarding Ground Leases, dated on or about the date hereof, to be entered into by and between Tenant and Lender, a copy of which is attached hereto as Exhibit D.

8. ~~5.~~ To the best of each of Landlord's and Tenant's knowledge, no uncured breach or default, or event that with the passage of time or the giving of notice, or both, would constitute a breach or default, exists on the part of the undersigned Landlord or the Tenant under the Master Lease in the performance of the terms, covenants and conditions of the Master Lease required to be performed on the part of ~~the~~ Landlord or Tenant, respectively. Further, Landlord has received no notice of its breach or default under the ~~Lease~~ Master Lease and Landlord has not delivered to Tenant any notice of Tenant's breach or default under the Master Lease. Further, Tenant has received no notice of its breach or default under the Master Lease and Tenant has not delivered to Landlord any notice of Landlord's breach or default under the Master Lease.

9. No facts or circumstances currently exist that would give either Landlord or Tenant any current right to terminate the Master Lease, including, without limitation any current right to terminate the Master Lease pursuant to Section 1509 thereof; or, to the extent any such facts or circumstances do exist, each of Landlord and Tenant hereby waive all rights to terminate the Master Lease based on any such facts or circumstances (whether known or unknown) that currently exist as of the date of this Master Ground Lease Estoppel Certificate.

10. ~~6.~~ ~~To the best of Landlord's knowledge, no~~ No rentals are accrued and unpaid under the Master Lease.

11. ~~7.~~ No prepayments of rentals due under the Master Lease have been made, and no security or other deposits as security have been made thereunder, except as follows ~~[please insert "None" if none]~~: None.

12. ~~8.~~ ~~The undersigned~~ Neither Landlord nor Tenant has ~~no~~ any current knowledge of any defense as to its obligations under the Master Lease.

~~9. The undersigned has not received notice of any assignment, hypothecation, mortgage, or pledge of Tenant's interest in the Lease.~~

13. Neither of the undersigned has received notice of any assignment, hypothecation, mortgage, or pledge of Subtenant's interest in the Ground Sublease, except pursuant to the Leasehold Deed of Trust and that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing given by Tenant to Archon Financial, L.P., recorded on June 23, 2004, in the Official Records of Santa Clara County, California as Instrument No. 17863626.

14. There is no currently existing "Fee Mortgage", as defined in the Master Lease.

15. The following Surviving DDA Provisions (defined in Section 1514.2 of the Lease) are applicable to Parcel 1: §§ 105.5, 106, 503.2, 503.6(a), 503.6(b), 503.4, 503.7, 503.8, 504, 505.1, 505.2, 505.3, 505.4, 601, 602, 603, 604, 605, 606, 607, 608, 704.4, 707.1. The terms and conditions of the Third Amendment to Disposition and Development Agreement dated as of May 28, 1993, also continue to be applicable to Parcel 1.

16. The following Surviving DDA Provisions are not applicable to Parcel 1: **None.**

17. The following Surviving DDA Provisions have been satisfied: Article IV, §§ 502, 503.1, 503.3, 503.5, 503.9.

18. To the best of Landlord's and Tenant's knowledge, no uncured breach or default, or event that with the passage of time or the giving of notice, or both, would constitute a breach or default, exists on the part of Landlord, Tenant or Subtenant under the DDA in the performance of the terms, covenants and conditions of the DDA required to be performed on the part of Landlord, Tenant, or Subtenant respectively. Further, Landlord has received no notice of its breach or default under the DDA and Landlord has not delivered to Tenant or Subtenant any notice of Tenant's or Subtenant's breach or default under the DDA. Further, Tenant has received no notice of its breach or default under the DDA and Tenant has not delivered to Landlord or Subtenant any notice of Landlord's or Subtenant's breach or default under the DDA.

19. The individual signing this Master Ground Lease Estoppel Certificate on behalf of Landlord is duly authorized and empowered in all respects to do so and bind Landlord hereby. The individual signing this Master Ground Lease Estoppel Certificate on behalf of Tenant is duly authorized and empowered in all respects to do so and bind Tenant hereby.

20. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Master Lease.

~~The~~Each of the undersigned understands and acknowledges that ~~Sub-Tenant is about to purchase the tenant's interest in the Sub-Lease and in the Premises and the improvements located thereon and that, in connection therewith, Sub-Tenant may obtain a loan from Lender and that, as part of the security for such loan (i) grant to Lender, pursuant to~~each of Subtenant and Lender will rely upon the representations, warranties and certifications contained herein in making or obtaining the loan referred to above and in granting and accepting the Leasehold Deed of Trust,~~a deed of trust encumbering Sub-Tenant's interest in the Premises and the improvements located thereon and (ii) make a security assignment of all subleases under the Sub-Lease, and that Sub-Tenant and Lender are relying upon the representations and warranties contained herein in making such loan or entering into such purchase. The representations and warranties herein contained are as security for the loan. This Master Ground Lease Estoppel Certificate is~~ rendered solely for the benefit of ~~Sub-Tenant and Lender~~Subtenant, Lender and their respective successors and assigns, and may not be relied upon by any other party.

Very truly yours,

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

MISSION-WEST VALLEY LAND CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Exhibit A
[The Premises]

Exhibit B

The Master Lease Documents

- A. The Master Lease is comprised of the following documents:
1. Master Ground Lease dated September 19, 1990, between Landlord and Tenant, referenced in that certain Memorandum of Master Lease dated as of and recorded on September 19, 1990, in the Official Records of Santa Clara County, California, in Book L483, Page 558
 2. Amendment to Master Ground Lease dated April 26, 1996, by and between Landlord and Tenant, recorded on April 26, 1996, in the Official Records of Santa Clara County, California, in Book P304, Page 1670
 3. Second Amendment to Master Ground Lease dated October 2, 1997, by and between Landlord and Tenant.
 4. Third Amendment to Master Ground Lease dated September 12, 2006, by and between Landlord and Tenant.
- B. Nondisturbance and Attornment Agreement dated as of May 15, 2007, by and among Landlord, Tenant and Subtenant, recorded on May 25, 2007 as Instrument No. 2007-19445147

Exhibit C

Copy of Master Lease

[SEE ATTACHED COPY]

Exhibit D

Copy of Agreement Regarding Ground Lease

[SEE ATTACHED COPY]

~~MISSION WEST VALLEY MISSION COMMUNITY COLLEGE DISTRICT
Interim Vice Chancellor~~

~~EXHIBIT A~~

~~[Copy of Master Lease and All Amendments and Exhibits]~~

~~05125|510082|1303919.01|6\$\$701!.DOC~~

AGREEMENT

This Agreement (this “**Agreement**”) is made and entered as of this ____ day of April, 2014, by and between Mission-West Valley Land Corporation, a California nonprofit public benefit corporation (“**Landlord**”), and Lakha Properties - Santa Clara, LLC, a Washington limited liability company (“**Tenant**”), with reference to the following facts:

RECITALS

A. Landlord and Tenant are parties to that certain Ground Lease dated as of September 19, 1990, originally entered into by and between Landlord, as landlord, and Jim Joseph (Tenant's predecessor-in-interest), as tenant (“**Original Ground Lease**”), as amended by that certain Amendment to Ground Leases dated April 1, 1992 (“**First Amendment**”), that certain Second Amendment to Ground Leases dated May 28, 1993 (“**Second Amendment**”), that certain Third Amendment to Ground Leases dated April 16, 1996 (“**Third Amendment**”), and that certain Fourth Amendment to Ground Lease dated as of February 15, 2007 (“**Fourth Amendment**”), pertaining to certain real property located in the County of Santa Clara, California, as more particularly described in the Third Amendment (the “**Premises**”). The Original Ground Lease, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, is herein referred to as the “**Lease**”. Capitalized terms not otherwise defined herein shall have the meanings given them in the Lease.

B. Tenant has advised Landlord that Tenant is negotiating with Citibank, N.A., a national banking association (“**Lender**”) with respect to a loan to Tenant in the original principal amount of approximately [\$48,000,000] (as the same may be amended, modified, extended, replaced, renewed, restated or supplemented from time to time, the “**Loan**”), in connection with which Loan Tenant shall grant Lender a first and prior lien upon, among other things, Tenant’s interest as tenant under the Lease, as a result of which Landlord shall recognize the Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing securing the Loan (the “**Leasehold Deed of Trust**”) as a “Leasehold Mortgage” and a “Tenant Leasehold Mortgage” and the holder thereof as a “Leasehold Mortgagee” and a “Tenant Leasehold Mortgagee” for all purposes as those terms are defined in the Lease and shall further recognize Lender as an “Institutional Lender” for purposes of Section 1101.6 of the Lease.

C. Pursuant to Section 1101.10 of the Lease, Landlord has agreed to cooperate with Tenant in connection with Tenant's right to grant Leasehold Mortgages and, in connection therewith, to execute and deliver an estoppel certificate and any documents or instruments that do not materially impair any of Landlord's rights under the Lease, and that Landlord may charge a reasonable fee for handling such request. In addition, the Lease provides that, if a Tenant Leasehold Mortgagee should require, as a condition to any financing, any modifications of the Lease, Landlord shall execute the appropriate amendments to the Lease; provided, however, that no modification shall materially impair any of Landlord's rights, nor materially increase or change any of Landlord's obligations, under the Lease.

D. In connection with Lender's entering into the Loan to Tenant and accepting the Leasehold Deed of Trust as security therefor, Lender has required that Landlord enter into a certain Agreement Regarding Ground Leases (“**Citibank Agreement**”) with respect to certain of the terms and provisions of the Lease. In particular, the Citibank Agreement requires, among other things, that, as between Landlord and Lender (and other “Beneficiaries” as therein defined), the Lease shall be modified (“**Required Proceeds Modification**”) to provide that the following amounts shall be paid to Lender and shall be applied by Lender in accordance with the provisions of the Leasehold Deed of Trust and the other documents and agreements evidencing and securing the Loan: (i) all proceeds of any property insurance covering all or any portion of the Collateral (as defined in the Citibank Agreement) (excluding, however,

any property insurance covering any property of a Project Subtenant or Project Space Subtenant); and (ii) all condemnation awards payable with respect to the taking by eminent domain of all or any portion of the Collateral (or any sale under threat of eminent domain).

E. Because the terms and conditions of the Citibank Agreement, including the Required Proceeds Modification, materially impair certain of Landlord's rights under the Lease, Landlord has conditioned its agreement to enter into the Citibank Agreement on Tenant's payment to Landlord of the reasonable fee set forth below.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Landlord and Tenant hereby agree as follows:

1. **Reasonable Fee.** In accordance with Section 1101.10 of the Lease and, as an express inducement to Landlord's entering into the Citibank Agreement in the form attached hereto as **Exhibit A**, Tenant shall, concurrently with the closing of the Loan, pay to Landlord through escrow the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00). In addition, concurrently with Tenant's execution of this Agreement, Tenant shall reimburse Landlord for all attorneys' fees incurred by Landlord in connection with the Loan, including in connection with drafting and negotiation of the estoppels and Agreement Regarding Ground Leases, in the sum of _____ Dollars (\$_____) and, if additional attorneys' fees are subsequently incurred by Landlord in connection with the Loan, Tenant shall reimburse Landlord for all such additional fees within thirty (30) days after receipt of an invoice therefor.

3. **Miscellaneous.** In the event of any controversy arising out of or in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of California. This Agreement does not amend any of the rights, duties, interests or obligations of the Landlord or Tenant as may arise under the Lease by implication or otherwise, except as expressly stated herein. This Agreement contains all representations and the entire understanding and agreement between the parties regarding the subject matter described herein. Any correspondence, memorandum or oral or written agreements regarding the subject matter of this Agreement are replaced in full by this Agreement. This Agreement shall not be altered or modified except by writing signed by Landlord and Tenant. This Agreement may be signed in counterparts and in electronic (PDF) form, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

Landlord:

Tenant:

MISSION-WEST VALLEY LAND CORPORATION

LAKHA PROPERTIES – SANTA CLARA, LLC

By: _____
Name: _____
Title: _____

By: _____
Amin S. Lakha, Manager