

GROUND LESSOR ESTOPPEL AND AGREEMENT

WHEREAS, STATE OF DELAWARE, OFFICE OF MANAGEMENT AND BUDGET (hereinafter "Landlord"), or its predecessor in interest, has heretofore leased certain lands described on Exhibit A attached hereto (hereinafter the "Premises") to JUSTICE CENTER PARKING, LLC (hereinafter "Tenant"), pursuant to an agreement of lease, as more particularly described on Exhibit B attached hereto (as same may have been amended, modified, substituted or extended, hereinafter the "Lease");

WHEREAS, Tenant is desirous of obtaining from Wachovia Bank, National Association, having an office at Commercial Real Estate Services, 8739 Research Drive URP - 4, NC 1075, Charlotte, North Carolina 28262 (hereinafter "Lender") a loan in the approximate amount of \$12,200,000.00 (hereinafter the "Loan") secured by a first leasehold mortgage or deed of trust upon Tenant's interest as tenant under the Lease in the Premises (the "Leasehold Mortgage"); and

WHEREAS, Lender is unwilling to make the Loan unless Landlord reaffirms to Lender that the provisions of the Lease respecting leasehold mortgages are restated and confirmed for Lender's benefit and certain additional agreements are made with Lender with respect to Lender's rights as the holder of the Leasehold Mortgage,

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord hereby certifies to and agrees with Lender as follows:

1. Upon the recording of the Leasehold Mortgage, Landlord hereby recognizes Lender as a "Mortgagee" as defined in Section 19.02 of the Lease, for all purposes under the Lease.

2. All of the leasehold mortgagee protection provisions contained in the Lease, including but not limited to Article XIX, and all other provisions inuring to the benefit of leasehold mortgagees or their successors and assigns contained in the Lease, are hereby incorporated into this agreement by reference and restated and confirmed by Landlord for the benefit of Lender, its successors and assigns. Landlord covenants and agrees that Landlord is not permitted, in the absence of an uncured default of Tenant under the Lease, to disturb the possession, interest or quiet enjoyment of Tenant or any subtenant of the Tenant, or in any manner, which would adversely affect the security provided in the Leasehold Mortgage.

3. Landlord hereby confirms that pursuant to Section 19.08 of the Lease, the Lease shall not be modified, terminated, amended, altered or cancelled, nor shall a surrender of the Premises be accepted by Landlord, without the prior written consent of Lender, and that any such action taken without Lender's consent shall not be binding on Tenant or Lender.

4. Landlord hereby confirms that, pursuant to Section 19.05 of the Lease, in the event that the Lease is terminated for any reason including, without limitation, as a result of a rejection of the Lease in a bankruptcy proceeding, upon Lender's request, Landlord shall enter

into a new ground lease with Lender and such new ground lease shall be upon the same terms and conditions of the unexpired term of the Lease immediately prior to such termination.

5. Landlord hereby confirms with respect to the new ground lease referred to in Section 19.05 of the Lease that, should Lender become the tenant under a new lease pursuant to Section 19.05 of the Lease:

- (a) title to all improvements now owned by Tenant including the Garage, as defined in the Lease, situate on the Premises shall automatically vest in Lender; and
- (b) Landlord shall promptly assign to Lender all monthly rental agreements, space leases and subleases to Landlord.

6. Landlord hereby covenants and agrees that the Leasehold Mortgage shall not be subject or subordinate to any mortgage encumbering the fee estate of the Premises.

7. Landlord hereby confirms the provisions of Section 19.03 of the Lease to the effect that Landlord shall deliver to Lender written notice of any default by Tenant under the Lease simultaneously with sending such notice to Tenant and that no notice of default given to Tenant, and no exercise of any remedy by Landlord as a result of any such default, shall be effective unless such notice shall have been delivered to Lender. Landlord hereby further confirms the provisions of Section 19.04 of the Lease to the effect that Lender shall have the right, but not the obligation, to cure any default by Tenant under the Lease and Lender shall be afforded (a) 60 days to cure any such default or (b) in the event that any such default cannot, with reasonable diligence, be cured within 60 days, such longer period as may be required to complete such cure including, without limitation, such time as may be required for Lender to gain possession of Tenant's interest under the Lease, provided that Lender notifies Landlord of its intention to cure such default and Lender promptly commences and diligently pursues such cure to completion.

8. Landlord hereby confirms that Tenant shall have the right to assign or sublet Tenant's interest under the Lease to Lender, its successor or assign without the consent of Landlord, and in the event Tenant's interest under the Lease is so assigned or sublet to Lender, its successor or assign (as applicable, the "Assignee"), such Assignee shall have the right to further assign or sublet the Tenant's interest in the Lease without the need to obtain the consent of Landlord.

9. Landlord hereby covenants and agrees that Lender shall be entitled to participate in any settlement regarding insurance or condemnation proceeds or awards, to collect and hold any such proceeds or awards and to determine and direct whether any such proceeds or awards are made available for the restoration of the Premises or are applied to the repayment of the Loan.

10. Landlord hereby agrees that Lender shall have the right, pursuant to the terms of the Lease, to exercise any option to renew the term of the Lease or any option to purchase the Premises, if the Tenant shall fail to exercise any option to so extend or purchase.

11. Landlord hereby certifies as follows:

- (a) Landlord is the owner of the fee simple estate in the Premises and is the landlord under the Lease.
- (b) Tenant is the owner of the leasehold estate in the Premises and is the tenant under the Lease.
- (c) The Lease is in full force and effect in accordance with its terms and has not been further assigned, supplemented, modified or otherwise amended and each of the obligations on Landlord's part to be performed to date under the Lease have been performed.
- (d) To the best of Landlord's knowledge, each of the obligations on Tenant's part to be performed to date under the Lease have been performed.
- (e) To the best of Landlord's knowledge, Tenant has no offsets, counterclaims, defenses, deductions or credits whatsoever with respect to the Lease.
- (f) There are, with respect to the Lease, no options to renew or extend, and no security deposits, escrows or prepaid rent or liens, except as set forth therein. There are no escrows or deposits held by Landlord pursuant to the Lease.
- (g) There do not exist any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Premises, whether oral or written between Landlord and Tenant (or their respective predecessors or successors) under the Lease.
- (h) As of the date hereof, no basic rent, percentage rent or additional rent is due from Tenant under the Lease. The basic rent currently payable by Tenant under the Lease is \$1.00 per annum. Basic rent due under the Lease has been paid through the seventy-fifth (75th) Lease Year. There is no percentage rent due or owing under the Lease. The last percentage rent payment of \$ 0.00 was paid for the quarter ending December 31, 2006.
- (i) The commencement date of the Lease was June 1, 2001, and the term of the Lease shall expire on June 1, 2076.
- (j) Landlord has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Premises and there are currently no mortgages, deeds of trust or other security interests encumbering Landlord's fee interest in the Premises and no third party has an option or preferential right to purchase all or any part of the Premises.

- (k) Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Premises and its operation thereon, including, without limitation, any environmental laws or the Americans with Disabilities Act, and has no reason to believe that there are grounds for any claim or such violation.
- (l) The Lease attached hereto is a true, correct and complete copy thereof.

12. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with Federal Express or another reputable private courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee at its address set forth on the first page hereof and, if addressed to Lender, to the attention of Wachovia Bank, National Association at the address of the first page hereof, and if addressed to Landlord, to the attention of State of Delaware, Office of Management and Budget, Haslet Armory, Third Floor, 122 William Penn Street, Dover, Delaware 19901, or at such other address as may be designated by such party as herein provided. All notices, demands and requests shall be effective upon such personal delivery, or one (1) business day after being deposited with the private courier service, or two (2) business days after being deposited in the United States mail as required above. By giving to the other party hereto at least fifteen (15) days' prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

This Estoppel and Agreement and the representations and agreements made herein are given with the understanding that this Estoppel and Agreement constitutes a material inducement for Lender in making the Loan to Tenant and that Lender shall rely hereon in making the Loan to Tenant. This Estoppel and Agreement and the representations and agreements made herein shall inure to the benefit of Lender, its successors and assigns and shall be binding on Landlord, its heirs, legal representatives, successors and assigns.

This Estoppel and Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Estoppel and Agreement may be detached from any counterpart of this Estoppel and Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Estoppel and Agreement identical in form hereto but having attached to it one or more additional signature pages.

Executed this 16th day of February, 2007.

LANDLORD:

STATE OF DELAWARE,
OFFICE OF MANAGEMENT AND BUDGET

Original On File

By _____
Name: Jennifer Davis
Title: Director of Office of Management and
Budget

EXHIBIT A

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land with the buildings thereon erected, situate in the City of Wilmington, State of Delaware, being more particularly bounded and described in accordance with a ALTA/ACSM Land Title Survey entitled "Lands of State of Delaware Leased to Justice Center Parking, LLC", prepared by APEX Engineering Incorporated, dated February, 16, 2007, as follows, to wit:

BEGINNING at a point on the northwesterly right of way line of North Walnut Street (at 91 feet wide), said point being distant North 28° 47' 29" East, 340.97 feet from the intersection of the northeasterly right of way of West Fourth Street (at 82.5 feet) with the said northwesterly right of way line of North Walnut Street; thence from said point of Beginning, through lands of the State of Delaware, the two (2) following described courses and distances: (1) North 61° 10' 25" West, 359.21 feet to a point, part of said course being along the northeasterly face of the New Castle County Courthouse; and (2) North 28° 47' 30" East, 36.59 feet to a point, said point being a corner for lands now or formerly of the City of Wilmington (also known as Alico Road); thence thereby North 28° 47' 30" East, 99.03 feet to a point; said point being a corner for lands now or formerly of the Wilmington Parking Authority; thence thereby the three (3) following described courses: (1) South 61° 12' 30" East, 204.00 feet to a point, part of said course being along the southwesterly face of the Wilmington Parking Authority Garage; (2) North 28° 47' 30" East, 148.67 feet to a point; and (3) South 61° 12' 30" East, 155.21 feet to a point on the aforementioned northwesterly right of way line of North Walnut Street; thence thereby South 28° 47' 30" West, 284.51 feet to the point and place of Beginning.

EXHIBIT B

DESCRIPTION OF GROUND LEASE

That certain Lease dated January 21, 2000, between the State of Delaware and Justice Center Parking, LLC, a Delaware limited liability company, as recorded on September 21, 2000 in the Office of Recorder of Deeds in and for New Castle County, State of Delaware, in Deed Book 2897, Page 133.