

## Incentive Payment Calculation Excerpt from the Lease and Operating Agreement

(d) **Rental Payments.** Subject to the provisions contained in Section 5.2(a), on or before July 1, October 1, January 1 and April 1 of each Fiscal Year during the Term beginning October 1, 2012, Tenant shall pay to Landlord the Required Quarterly Payment. Commencing on September 30, 2013, and continuing throughout the remainder of the Term, on or before September 30 of each Fiscal Year, Tenant shall pay to Landlord as additional Rental Payments for the Leased Assets the Revenue-Based Annual Payment in an amount equal to three percent (3.0%) of Gross Revenue in excess of thirty-three million dollars (\$33,000,000) received during the immediately preceding Fiscal Year (beginning with the Fiscal Year ending June 30, 2013). Landlord and Tenant shall agree upon the manner in which each Required Quarterly Payment and each Revenue-Based Annual Payment shall be allocated as consideration for (i) the leasing of Real Property, (ii) the leasing of Tangible Personal Property, (iii) the assignment of Intangible Personal Property, and (iv) the licensing of Intellectual Property under this Agreement.

(e) **Example.** The following calculation of the Required Quarterly Payments for a full Fiscal Year and the Revenue-Based Annual Payment on account of such Fiscal Year is provided by way of example only and not by way of limitation.

<b>Example</b>	
Assumed Gross Revenue for the Fiscal Year	\$83,000,000
Less Gross Revenue Threshold	(33,000,000)
Gross Revenue Included in Calculation	50,000,000
Multiplied by 3% factor	x 3%
Maximum Revenue Based Annual Payment	\$1,500,000
Required Aggregate Quarterly Payments made for such Fiscal Year	\$2,000,000
<b>Total Rent</b>	<b>\$3,500,000</b>