

**2011 STORRS CENTER
DEVELOPMENT AGREEMENT**

BY

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

AND

STORRS CENTER ALLIANCE, LLC

March 31, 2011

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2011 STORRS CENTER DEVELOPMENT AGREEMENT

This 2011 STORRS CENTER DEVELOPMENT AGREEMENT (the “2011 Agreement” or this “Agreement”) is made as of the 31st day of March, 2011, by and between the **MANSFIELD DOWNTOWN PARTNERSHIP, INC.** (the “Partnership”), a nonprofit corporation with an address at 1244 Storrs Road, P.O. Box 513, Storrs, Connecticut 06268, and **STORRS CENTER ALLIANCE LLC** (the “Master Developer”), a Connecticut limited liability company having an address in care of LeylandAlliance LLC, 233 Route 17, P.O. Box 878, Tuxedo, New York 10987.

RECITALS

A. The Partnership is a Connecticut nonprofit, nonstock corporation, with offices in Mansfield, Connecticut (the “Town”).

B. The Master Developer is a Connecticut limited liability company whose sole member is LeylandAlliance LLC, a Delaware limited liability company.

C. The Partnership commissioned that certain conceptual master plan entitled “Downtown Mansfield Master Plan, May, 2002” (the “Master Plan”) for the area of downtown Mansfield now commonly known as Storrs Center.

D. Pursuant to the Master Plan’s recommendations and Chapter 132 of the Connecticut General Statutes, the Mansfield Town Council on May 28, 2002, designated the Partnership as municipal development agency for the Town and charged the Partnership with the preparation and implementation of a municipal development plan for Storrs Center.

E. The main campus of the University of Connecticut (the “University”) is located adjacent to the Storrs Center area and the University owns land within the Storrs Center area. The University’s policy is that redevelopment of the Storrs Center area in a manner consistent with the Master Plan will further its institutional mission.

F. Pursuant to Connecticut General Statutes section 22a-1, et seq., and in furtherance of the University’s interest in facilitating the development of the Storrs Center area, the University commissioned that certain “Environmental Impact Evaluation for the Proposed Graduate Student Apartments and Downtown Mansfield Master Plan Projects, Storrs, Connecticut”, by Baystate Environmental Consultants, Inc. (the “EIE”).

G. On or about April 28, 2003, the Secretary of the Connecticut Office of Policy and Management (“OPM”) approved the EIE. A condition of OPM’s approval of the EIE was that a municipal development plan for Storrs Center be prepared pursuant to Chapter 132 of the Connecticut General Statutes.

H. In 2004, from among several candidates, the Partnership selected Storrs Center Alliance, LLC, to be Master Developer of Storrs Center and entered into “DEVELOPMENT AGREEMENT BY MANSFIELD DOWNTOWN PARTNERSHIP, INC. AND STORRS

CENTER ALLIANCE LLC AUGUST 3, 2004” (the “2004 Development Agreement”). The 2004 Development Agreement gave the Master Developer rights and duties including designing Storrs Center, working with the Partnership to prepare and obtain approval of a municipal development plan pursuant to Chapter 132 of the Connecticut General Statutes for Storrs Center and developing Storrs Center in accordance with the requirements of the 2004 Development Agreement.

I. Since its designation as such, the Master Developer has undertaken substantial efforts toward developing Storrs Center, including taking a leading role in preparing, and obtaining the January 27, 2006, approval by the Commissioner of the Connecticut Department of Economic and Community Development (“DECD”) of the Storrs Center Municipal Development Plan (said Plan, as amended from time to time, is referred to as the “MDP”).

J. The MDP for Storrs Center includes a Town Green, Rt. 195 improvements, new town streets and sidewalks, up to 800 units of housing, up to 200,000 square feet of retail, office and other commercial space, parking facilities and open space.

K. The Master Developer has also entered into land acquisition and utility agreements for Storrs Center, prepared and presented joint applications with the Partnership to the Mansfield Planning and Zoning Commission (including a Special Design District for Storrs Center, with related Design Guidelines and Sustainability Guidelines), cooperated with the Partnership and the Town regarding all aspects of preparation to construct the Storrs Center Project, performed extensive analysis and design refinements for Storrs Center, arranged appropriate expansions of the Project beyond the MDP area, arranged financing for Phase 1A and 1B of the Project and negotiated that certain “DEVELOPMENT AGREEMENT PHASES 1A and 1B [Storrs Center] TOWN OF MANSFIELD STORRS CENTER ALLIANCE, LLC AND EDUCATION REALTY TRUST, INC.” (the “Town Development Agreement”).

L. Construction of Phase 1A of Storrs Center is scheduled to begin in June of 2011.

M. Due to their experience working on the Project since 2004, the evolution of the Project, and local, state and national economic conditions, the Partnership and the Master Developer wish to update and amend the 2004 Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings assigned to such terms in this Article I or the recital or section of this Agreement referred to below:

“2004 Development Agreement” has the meaning set forth in Recital H of this Agreement.

“Agreement” or “2011 Agreement” means this Agreement, as it may be amended in writing from time to time.

“Business Day” means any day other than a Saturday, Sunday, legal holiday as recognized in the State of Connecticut, or any other day on which, in the State of Connecticut, the United States Post Office has no scheduled deliveries.

“Business Plan” or “Phase Business Plan” has the meaning set forth in Article III of this Agreement.

“Conceptual Site Plan”, as to the Project, is that plan attached as Schedule C to this Agreement.

“EIE” has the meaning set forth in Recital F of this Agreement.

“Governmental Approvals” has the meaning set forth in Section 5.2 of this Agreement.

“Governmental Authority” means any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever of any governmental unit (whether federal, state, county, district, municipal or otherwise), whether now or hereafter in existence, which have jurisdiction over all or any portion of the Project.

“Land Acquisition Agreement” means those certain, written agreements, collectively, between the Master Developer and the University for the acquisition by the Master Developer of land or interest in land for development of Storrs Center.

“Master Developer” has the meaning set forth in the introductory paragraph to this Agreement.

“Master Developer Default” has the meaning set forth in Section 13.1 of this Agreement.

“MDP” has the meaning set forth in Recital I of this Agreement.

“MDP Project Area” is that land shown on the Project Area map in the MDP and attached as Schedule A to this Agreement.

“Partnership” has the meaning set forth in the introductory paragraph to this Agreement.

“Partnership Default” has the meaning set forth in Section 14.1 of this Agreement.

“Phase Conceptual Site Plan”, as to each Phase, has the meaning set forth in Section 3.1(b) of this Agreement.

“Phase Development Program” has the meaning set forth in Section 3.1(a) of this Agreement.

“Phase Financing Plan” has the meaning set forth in Section 3.1(e) of this Agreement.

“Project” has the meaning set forth in Section 2.3 of this Agreement and is shown in Schedule B, as amended by written agreement of the parties from time to time.

“Project Area” has the meaning set forth in Section 2.3 of this Agreement and is shown in Schedule B.

“Phase Management Plan” has the meaning set forth in Section 3.1(g) of this Agreement.

“ROFR Period” has the meaning set forth in Section 13.2(d) of this Agreement.

“Sanitary Sewer Service Agreement” means that certain written agreement, or agreements, collectively, in effect from time to time, between the Master Developer and the University for sanitary sewer service to the Project.

“Town” has the meaning set forth in Recital A of this Agreement.

“Town Development Agreement” has the meaning set forth in Recital K of this Agreement.

“University” has the meaning set forth in Recital E of this Agreement.

“University Agreements” has the meaning set forth in Section 5.1 of this Agreement.

“Water Supply Agreement” means that certain written agreement, or agreements, collectively, in effect from time to time, between the Master Developer and the University for water supply to the Project.

ARTICLE II

PURPOSE AND INTENT

Section 2.1. Purpose. The purpose of this 2011 Development Agreement is to set forth the parties’ essential relationship and rights and obligations to each other concerning development of Storrs Center and to replace the 2004 Development Agreement in its entirety.

Section 2.2. No Invalidation; Estoppel. Nothing in this Agreement is intended, or shall be construed, to invalidate any act of either the Partnership or the Master Developer done pursuant to or in reliance upon the 2004 Development Agreement. The parties hereby

acknowledge that each party's performance under the 2004 Development Agreement has been satisfactory, and that no defaults have occurred thereunder.

Section 2.3. Scope of Project. This Agreement concerns and governs the relationship between the parties regarding the Storrs Center Project Area shown on Schedule B, attached (the "Project Area"). The Project Area is not limited to the MDP Project Area. The current Storrs Center Development Plan (the "Project") is shown on the Conceptual Site Plan, Schedule C.

Section 2.4. Releases. Except where an obligation created by, or set forth in, the 2004 Development Agreement is expressly included in this Agreement, the parties forever release each other from any claims concerning or arising from the same.

Section 2.5 Conflict with Town Development Agreement. Concerning Phases 1A and 1B of the Project only, if there arises any conflict between this 2011 Development Agreement and the Town Development Agreement, the Town Development Agreement shall prevail. Obligations undertaken by the Master Developer in this Agreement concerning, or to be performed during the planning or construction of, Phases 1A and 1B of the Project which are in addition to obligations of the Master Developer in the Town Development Agreement shall not be considered to conflict with the Town Development Agreement unless, and then only to the extent, such obligations undermine or are otherwise reasonably inimical to rights or obligations of the Master Developer or of the Town under the Town Development Agreement.

Section 2.6 LeylandAlliance LLC Guaranty. In consideration of the execution and delivery of this Agreement by the Partnership, LeylandAlliance LLC is executing and delivering to the Partnership a Guaranty in the form of Schedule D hereto, the receipt of which the Partnership acknowledges.

ARTICLE III

BUSINESS PLANS FOR THE PROJECT

Section 3.1. Phase Business Plans. Beginning with Phase 1C of the Project, the Master Developer shall prepare for, and obtain the Partnership's approval of, a confidential business plan for the development and construction of each phase of the Project (each being a "Phase Business Plan"). Each Phase Business Plan shall include the following elements:

(a) A development program consisting of a statement of the proposed number, types and mix of residential units, retail space, other commercial/office space and parking spaces (which may be in the form of a range, consisting of proposed minimum and maximum amounts) within the Project phase, a statement of the proposed square footages (which may also be a range) for each type of use proposed within the Project phase and projected average daily water use when the phase is completed (the "Phase Development Program").

(b) A conceptual site plan for the Project phase identifying the proposed locations of each type of land use; proposed locations of buildings, public and private streets, parking areas, public spaces and sidewalks; approximate locations of storm drainage improvements and approximate locations of utilities servicing the Project phase (the "Phase Conceptual Site Plan").

(c) A preliminary list of all Governmental Approvals that will be required to complete the Project phase.

(d) A confidential development cost *pro forma* for the phase, provided the Partnership gives the Master Developer reasonable assurance that such *pro forma*, not being required by law, is not subject to public disclosure under the Freedom of Information Act or otherwise.

(e) A financing plan for the Project phase generally identifying proposed sources of funding for each component of the Project phase, approximate amounts of funding for each component and anticipated timing and sequencing of Project phase financing (the “Phase Financing Plan”).

(f) A critical path chart or similar timeline outlining the anticipated sequence of development of the Project phase.

(g) A preliminary management plan for the improvements in the Project phase setting forth the anticipated methods and responsibilities for maintaining improvements after completion of construction (the “Phase Management Plan”).

(h) A summary of the Master Developer’s then-current development program for the remainder of the Project after completion of i) parts of the Project already completed or under construction and ii) the Project phase under consideration, including the then-current Project site plan.

Section 3.2. Phases. Phases shall be based on the proposed start of a phase of construction, as determined by the Master Developer’s planning and financing, and not by any Project or site plan labels. For example, the Master Developer may propose to finance and develop the parts of the Project labeled 1C and 4 at the same time. In such case, the Master Developer’s Phase Business Plan may combine such parts of the Project in a single Phase Business Plan, or Master Developer may elect to present a separate Phase Business Plan for each such part of the Project.

Section 3.3. Timing of Phase Business Plans. Each Phase Business Plan shall be completed in two parts. First, the Master Developer shall prepare and submit to the Partnership a draft of the Phase Business Plan and shall obtain the Partnership’s approval of such draft, prior to

applying formally for financing for the Phase. Second, the Master Developer shall prepare and submit to the Partnership a final Phase Business Plan, and shall obtain the Partnership's approval of such Phase Business Plan prior to closing on financing for the Phase. Given that implementation of each Phase Business Plan will depend upon receipt of all Governmental Approvals, the final Phase Business Plan may be completed after the Master Developer has received all required Governmental Approvals for the Phase. Approval by the Partnership of the draft and final Phase Business Plan shall not be unreasonably withheld or delayed.

Section 3.4. Flexibility. The parties acknowledge that the viability of the Project depends upon each Phase Business Plan being flexible enough to adapt to changing circumstances, including changes in economic and real estate market conditions. Therefore, each Phase Business Plan, and the Master Developer's plans for the Project, may be modified from time to time by the Master Developer, with any material modifications to be subject to approval by the Partnership, which shall not unreasonably be withheld or delayed.

ARTICLE IV

AMENDMENT OF THE MUNICIPAL DEVELOPMENT PLAN

Section 4.1. Amendment of the MDP. If the Master Developer and the Partnership agree that it is desirable or necessary that the MDP be amended, the Master Developer shall prepare, or pay for the preparation of, all plans, reports and supporting documentation necessary to amend the MDP, subject to the Partnership's approval, provided that the Partnership's approval of the proposed amended documents shall not unreasonably be withheld or delayed. Each party's work on any amendment to the MDP shall be at such party's own expense.

Section 4.2. Consent to Use MDP Reports. The Partnership and the Master Developer mutually consent to each other's use of all final reports prepared in support of the MDP for all purposes consistent with the Project.

Section 4.3. Cooperation. The parties will cooperate to achieve the expeditious approval by all legally required Governmental Authorities of any necessary amendment of the MDP.

ARTICLE V

PERMITS AND APPROVALS; TIMING;

CONSTRUCTION OF THE PROJECT

Section 5.1. Agreements with the University. The Master Developer shall, with reasonable diligence, perform the Land Acquisition Agreement, the Water Supply Agreement and the Sanitary Sewer Service Agreement (collectively, as the same may be amended from time to time, the "University Agreements"). Performance by the Master Developer of its material obligations under the University Agreements is of the essence of this Agreement. The Master Developer shall not be in default of this Agreement if any of the University Agreements is breached by the University, provided the Master Developer is not also in default of any material provision of the University Agreements.

Section 5.2. Permits and Approvals. The Master Developer shall, with reasonable diligence, prepare detailed plans and appropriate supporting materials and apply for all permits and approvals that are required from any Governmental Authority in order to construct the Project substantially in accordance with applicable legal requirements and the Master Developer's Phase Business Plans, as approved by the Partnership, including any state or local development or assistance agreement which the Partnership agrees is reasonably required for the

success of the Project or Project phase (each a “Governmental Approval” and collectively the “Governmental Approvals”), with the exception of the following:

(a) Any permits or approvals required to provide a potable water supply to the Project pursuant to the Water Supply Agreement.

(b) Any permits or approvals required to provide sanitary sewer service to the Project pursuant to the Sanitary Sewer Service Agreement.

Section 5.3. Utility Service to the Project. Nothing in this Agreement is intended to relieve the Master Developer from paying for the normal cost of utility services and assessments (it being understood that the terms of supply of water and sanitary sewer service shall be governed by the Water Supply Agreement and the Sanitary Sewer Service Agreement).

Section 5.4. No Default. The failure of the Master Developer to receive any one or more Governmental Approvals shall not constitute a Master Developer Default under this Agreement. The Master Developer may, in its sole discretion, prosecute, defend or withdraw from any appeals or other litigation relating to the Project. The failure of the Master Developer to prosecute, defend or prevail in appeals or other litigation relating to the Project shall not constitute a Master Developer Default under this Agreement.

Section 5.5. Zoning Regulation Amendments. If the Master Developer elects to seek amendment of any Town zoning regulation, including but not limited to regulations concerning the Storrs Center Special Design District, or of any other law, regulation or entitlement associated with development of the Project, upon Master Developer’s request, the Partnership shall act reasonably to assist the Master Developer, and the Master Developer shall prepare, file and present appropriate applications with the Mansfield Planning and Zoning Commission, and/or any other officers, agencies or commissions required for approval of such amendments.

Section 5.6. Timing of Construction. The Master Developer shall construct each phase of the Project substantially in accordance with the terms and conditions of the Governmental Approvals therefor and in accordance with the Phase Business Plan for each such phase of the Project; provided, however, that the Master Developer may amend the Phase Business Plan for any phase of the Project from time to time, with the approval of the Partnership, which approval not to be unreasonably withheld or delayed. The Master Developer shall pursue the Project with reasonable diligence.

Section 5.7. Deadlines. The deadlines in this Agreement, or in any Phase Business Plan, as either may be amended from time to time, shall be subject to extension upon the written request of the Master Developer if one or more events not reasonably within the control of the Master Developer make such request reasonable. In addition, it is understood that if a deadline is extended for any task that is required to be completed before proceeding to a later task, the deadline for the succeeding task shall also be extended for a corresponding period of time.

Section 5.8. Costs of Construction. The costs of construction of the Project shall be borne entirely by the Master Developer, subject to the understanding that (i) certain public funding has been obtained by the Town and shall be utilized by the Town for certain public portions of the Project in accordance with the Town Development Agreement; (ii) the Master Developer may pursue additional public funding from local, state and/or federal sources, and the Partnership shall continue to assist the Master Developer in this regard; and (iii) the Master Developer may obtain private funding from equity investors, co-developers, lending institutions and such other sources as the Master Developer may elect to pursue in its sole discretion. The Master Developer agrees that the receipt of such funding shall not be a condition precedent to its obligations to construct the Project as set forth in this Agreement, but the Partnership recognizes

and agrees to act reasonably to approve modifications to the Project and to Phase Business Plans for the Project, in order to make the Project, and each phase thereof, feasible for the Master Developer to carry out.

Section 5.9. Coordination of Construction. The Master Developer shall coordinate the activities of its contractors in connection with the construction of the Project with the Partnership, the Town and the University. The Master Developer shall meet and review construction schedules and progress with the Partnership at least monthly to facilitate timely cooperation and public awareness of the Project.

Section 5.10. Construction Lender Notice to the Partnership. The Master Developer shall make reasonable efforts to obtain the written agreement of each of its construction lenders to notify the Partnership in writing of any lender claim that there exists a material default under any agreement between the Master Developer and such lender.

ARTICLE VI

REAL PROPERTY RELATED TO THE PROJECT

Section 6.1. Real Property Related to the Project. The Master Developer may acquire any real property that it deems necessary for the completion of the Project. The Partnership and the Master Developer acknowledge that, before construction shall commence on any particular property, the Master Developer shall have acquired fee simple interest to such real property (or such other legal interest that may be acceptable to Master Developer). Nothing in this Agreement shall preclude the Partnership and the Master Developer from agreeing to structure development of all or part of the Project through other means of control over real property including, but not limited to, one or more ground leases.

ARTICLE VII

WATER SUPPLY; SANITARY SEWER; UTILITIES

Section 7.1. Water Supply. Any default by the University under the Water Supply Agreement shall not constitute a Master Developer Default under this Agreement.

Section 7.2. Sanitary Sewer. Any default by the University under the Sanitary Sewer Service Agreement shall not constitute a Master Developer Default under this Agreement.

Section 7.3. Utilities. The Master Developer shall arrange for all utility service to the Project including, but not limited to, electric, gas, telephone and cable TV.

ARTICLE VIII

COOPERATION

Section 8.1. Cooperation. The Master Developer and the Partnership, and each of their respective agents, consultants, representatives and advisors, shall fully and expeditiously cooperate in a reasonable manner and in good faith for the duration of this Agreement in all matters relating to this Agreement including, but not limited to, the following:

(a) The Partnership and the Master Developer agree to meet on a regular basis for the purpose of achieving the complete and timely development of the Project.

(b) The Partnership shall use its best efforts to assist the Master Developer in the expeditious preparation and processing of all applications for Governmental Approvals.

(c) To the extent that the Partnership is required or requested to review plans, applications or other materials prepared by the Master Developer relating to the Project, the Partnership shall cooperate in completing such review in an expeditious manner.

(d) To the extent that the Partnership's authorization, consent, approval or recommendation for approval by others is required on any written materials, plans, applications

or other matters relating to the Project, the Partnership shall cooperate in providing what is required in an expeditious manner. The Master Developer shall pay the Partnership's reasonable third-party expenses for public hearings, including but not limited to publication of legally required notices (but not including the Partnership's attorney's fees or the fees of any other consultant).

(e) The Partnership shall use its best efforts to assist the Master Developer in any negotiations or discussions with any public or private entity related to the Project including, but not limited to, the State of Connecticut and any officer, agency or department of the State, the University of Connecticut and the Town of Mansfield, and in seeking public and private funding for the Project.

(f) The Partnership and the Master Developer acknowledge that extensive public communications will be necessary to ensure the success of the Project. The Partnership and the Master Developer shall cooperate in the regular dissemination of information to the public in a timely manner.

(g) Future circumstances may cause either party to believe that the uses, density, design, arrangement or any other aspect of the Project should be changed. In such an event, the parties agree to cooperate with each other in resolving whether to modify the Project, including the potential modification of any Phase Business Plan, any plans for the Project, the MDP or any Governmental Approvals. No such modification proposed by either party shall be rejected unreasonably by the other party.

(h) The parties shall jointly prepare, print (at the Master Developer's expense) and disseminate such public reports on the status of the Project as the Partnership may reasonably require.

ARTICLE IX

DISPUTE RESOLUTION

Section 9.1. Arbitration. Any dispute arising between the parties hereto concerning any matter of performance under, or interpretation or breach of, this Agreement, including claims for specific performance or other equitable relief, shall be resolved by arbitration. Either party may serve upon the other party a written notice demanding that the dispute be resolved pursuant to this Article. Arbitration shall be by a single arbitrator agreed upon by the parties or, in the absence of agreement on an arbitrator within 15 days after the first written demand for arbitration, appointed by the American Arbitration Association as provided in its Commercial Arbitration Rules. The arbitrator shall permit cross-examination of witnesses on any question at issue. The determination of the arbitrator shall be by reasoned award, not a summary award, and shall be binding on the parties, subject only to judicial review as provided by law. Each party shall pay half the fees of the arbitrator and administrative fees of the arbitration and all of its own attorneys' fees related to the arbitration, provided that the arbitrator shall have the power to award costs and reasonable attorneys' fees to the prevailing party if the arbitrator, by reasoned award, finds it equitable to do so.

Section 9.2. Location of Arbitration. All arbitration proceedings pursuant to this Agreement shall be conducted in either Hartford or Mansfield, Connecticut, or any other location to which all parties agree.

Section 9.3. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

Section 9.4. Mediation. Nothing in this Agreement shall prevent the parties from mutually agreeing to engage in non-binding mediation in an effort to resolve any dispute arising out of this Agreement. To the extent that the parties agree to engage in such mediation, either party may elect to withdraw from the mediation at any time, in which case all provisions of this Article IX shall continue to apply.

ARTICLE X

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

Section 10.1. Due Authorization. This Agreement has been duly authorized, executed and delivered by the Partnership, and constitutes the legal, valid and binding agreement of the Partnership, enforceable against the Partnership in accordance with its terms.

Section 10.2. Exclusive Dealings. The Partnership is pursuing the development of the Project Area exclusively with the Master Developer, and the Partnership covenants that it has not and will not engage in any communications, whether written or oral, with any other developer entity concerning development of the Project Area or any part of the Project Area for so long as this Agreement is in effect.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES OF THE MASTER DEVELOPER

Section 11.1. Due Authorization. This Agreement has been duly authorized, executed and delivered by the Master Developer, and constitutes the legal, valid and binding agreement of the Master Developer, enforceable against the Master Developer in accordance with its terms.

Section 11.2. No Discrimination. The Master Developer shall not discriminate upon the basis of age, race, color, religion, disability, sex, national origin or sexual orientation in the sale, lease or rental or in the use or occupancy of the Project.

Section 11.3. Compliance with Laws. The Master Developer shall comply with all applicable laws in the execution of the Project and performance of this Agreement.

ARTICLE XII

NOTICES

Section 12.1. Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, or (iii) transmitted by nationally recognized overnight courier service to the applicable party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) five (5) Business Days after the date of posting if transmitted by registered or certified mail, return receipt requested, or (c) one (1) Business Day after pick-up if transmitted by a nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required or permitted to be given. Any party hereto may change its address for purposes hereof by notice given to the other party in accordance with the provisions of this Article XII, but such notice shall not be deemed to have been duly given unless and until it is actually received by the other party.

Notices hereunder shall be directed:

To the Partnership:

Mansfield Downtown Partnership, Inc.
1244 Storrs Road
P.O. Box 513
Storrs, Connecticut 06268
Attn: Cynthia van Zelm, Executive Director
Telephone: (860) 429-2740
Facsimile: (860) 429-2719

With copies at the same time to:

Leeland J. Cole-Chu, Esq.
Kepple, Cole-Chu, Cipparone, Avena & Zaccaro, PC
261 Williams Street
New London, Connecticut 06320
Telephone: (860) 442-0150
Facsimile: (860) 442-8353

To the Master Developer:

Storrs Center Alliance LLC
c/o LeylandAlliance LLC
233 Route 17
P.O. Box 878
Tuxedo, New York 10987
Attn: Howard Kaufman, Manager
Telephone: (845) 351-2900
Facsimile: (845) 351-2922

With copies at the same time to:

Robinson & Cole LLP
280 Trumbull Street
Hartford, Connecticut 06103
Attn: Thomas P. Cody, Esq.
Telephone: (860) 275-8264
Facsimile: (860) 275-8299

ARTICLE XIII

DEFAULT BY THE MASTER DEVELOPER

Section 13.1. Default. The occurrence of any one or more of the following shall constitute a "Master Developer Default" under this Agreement:

(a) The occurrence (including the discovery of any prior occurrence) of any intentional, material misrepresentation by the Master Developer to the Partnership, to the Town, to the University, to the State of Connecticut or to any of their officers or agents.

(b) The occurrence of a material default by the Master Developer under the Land Acquisition Agreement, the Water Supply Agreement, the Sanitary Sewer Service Agreement, the Town Development Agreement or any future, written agreement between the Master Developer and the Town, the University or the State of Connecticut concerning development of any part of Storrs Center, subject to whatever rights to cure the respective agreement(s) may provide.

(c) The occurrence of any breach by the Master Developer of a material obligation or warranty contained in this Agreement, and the failure to cure such breach in a manner reasonably acceptable to the Partnership within thirty (30) days following the Partnership's giving of written notice of such breach; provided, if the Master Developer commences the cure of said breach within said thirty (30) day period, and continues with diligence to cure same, said thirty (30) day period shall be extended, and no Master Developer Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Master Developer to complete such cure.

(d) The failure of the Master Developer to give the Partnership written notice of any claim by any of its lenders that the Master Developer is in material default of any loan agreement.

Section 13.2. Remedies. Upon the occurrence of a Master Developer Default, provided that no Partnership Default then exists, the Partnership may terminate this Agreement, after which the Partnership shall have no further obligations under this Agreement and the Partnership shall have the following rights:

(a) To revoke the designation of the Master Developer as Master Developer for the Project.

(b) To demand and receive from the Master Developer liquidated damages in the sum of \$200,000.00, it being agreed that it is and will remain unreasonably difficult to calculate with precision the Partnership's damages from a Master Developer Default, and to commence either arbitration in accordance with Article IX or a lawsuit, in the Partnership's unfettered discretion, and obtain a judgment for such sum if it is not promptly paid.

(c) To seek and appoint another master developer for any land not owned or controlled by the Master Developer.

(d) In the event of a Master Developer Default, the Partnership shall, for a period of ten (10) years following such Master Developer Default (the "ROFR Period"), have a right of first refusal, as more particularly described herein, with respect to any and all parcels of land owned by the Master Developer within the Project Area (as the Project Area is defined at the time of the Master Developer Default) with respect to which the Master Developer has received an offer to purchase which the Master Developer wishes to accept, or a written acceptance of the Master Developer's offer to sell, with the following exceptions: a) land to be

conveyed pursuant to a foreclosure, deed in lieu of foreclosure or other involuntary sale or conveyance and b) land on which the Master Developer has completed improvements to the extent of obtaining certificate(s) of occupancy for all residential units and for at least half (measured by gross square footage) of the nonresidential space. This right of first refusal is a conditional right not intended to be an encumbrance on the Master Developer's land in the Project Area unless and until there occurs a Master Developer Default. However, in such case, this right shall be effective without further notice or demand to the Master Developer and shall be enforceable by any legal and/or equitable remedies generally available in aid of the enforcement of real estate contracts. During the ROFR Period, if a Master Developer Default occurs and is not cured when the Master Developer wishes to accept an offer to purchase land within the Project Area which is not excepted by (a) or (b) above, or the Master Developer wishes to offer any such land for sale, the Master Developer shall send a notice to the Partnership with the terms and conditions of the offer. The Partnership shall then have a period of thirty (30) calendar days in which to notify the Master Developer in writing that the Partnership wishes to acquire such land on the same terms and conditions of such offer to purchase or offer to sell, as the case may be. If the Partnership gives the Master Developer such notice of election to acquire such land, the Partnership shall have an additional period of thirty (30) calendar days to enter into a purchase and sale agreement with the Master Developer substantially in accordance with said terms and conditions. If no written notice of exercise of this right of first refusal is given within said initial thirty (30) day period, or if the Partnership fails to enter into such purchase and sale agreement within said additional thirty (30) day period, the Partnership shall be deemed to have waived this right of first refusal, and the Master Developer shall be free to sell the subject

land on the terms and conditions substantially as set forth in the Master Developer's notice to the Partnership.

ARTICLE XIV

DEFAULT BY THE PARTNERSHIP

Section 14.1. Default. The occurrence (including the discovery of any prior occurrence) of any one or more of the following shall constitute a "Partnership Default" as that term is used in this Agreement: (a) The occurrence of a breach by the Partnership of a material obligation or warranty contained in this Agreement, which breach is not promptly cured as provided herein; or (b) the occurrence of an intentional, material misrepresentation by the Partnership.

Notwithstanding the foregoing, if the Partnership commences the cure of said breach or misrepresentation within a thirty (30) day period, and continues with diligence to cure same, said thirty (30) day period shall be extended, and no Partnership Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Partnership to complete such cure.

Section 14.2. Remedies. Upon the occurrence of a Partnership Default, provided that no Master Developer Default then exists, the Master Developer may terminate this Agreement, after which the Partnership shall have no further obligations under this Agreement and/or the Master Developer shall have the right to enforce all terms, provisions and conditions of this Agreement by any remedies available at law or in equity, including specific performance.

ARTICLE XV

INSURANCE

Section 15.1. Developer's Insurance Obligations. The Master Developer shall maintain the following insurance:

(a) Liability insurance with limits of no less than \$500,000.00 per person and \$2,000,000.00 per occurrence and with the Partnership named as an additional insured;

(b) Workers compensation insurance to the extent required by law, and the Master Developer shall require each of its contractors (and subcontractors working under any such contractor) to maintain workers compensation insurance; and

(c) After the start of construction, builder's risk insurance in customary amounts, sufficient to avoid becoming a co-insurer.

ARTICLE XVI

MISCELLANEOUS

Section 16.1. Master Developer Costs. To the extent not specified otherwise in this Agreement, the Master Developer's responsibilities under this Agreement shall be performed entirely at the Master Developer's expense. The Master Developer shall, for example, obtain and pay the cost of any letters of credit or bonds that are customarily required by the Town of Mansfield or the University or any agency of the State of Connecticut to secure proper completion of infrastructure improvements included within the Project. The Master Developer shall pay the Partnership's reasonable attorney's fees relating to the Partnership's review, negotiation or documentation of Master Developer financing for any Phase or part of the Project. The Master Developer shall not be entitled to reimbursement or compensation from the Partnership for expenses incurred in connection with the Project.

Section 16.2. Municipal Taxes. To the extent that the Master Developer owns land or improvements within the Project Area in fee simple, the Master Developer shall be responsible for timely payment of all municipal taxes applicable to such land or improvements.

Section 16.3. Project Advertising. All advertising (including signs) for sale or rental of any residential portion of the Project shall include the words “An Open Occupancy Building” (or similar wording approved by the Partnership) in a legible type size and design, and shall include the words “in cooperation with the Mansfield Downtown Partnership, The University of Connecticut and the Town of Mansfield.” The words “project” or “development” may be substituted for the word “building” where circumstances make it appropriate.

Section 16.4. Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other gender; (c) references to persons include their permitted successors and assigns; (d) references to statutes are to be construed as including all rules and regulations adopted pursuant to the statute referred to and all statutory provisions consolidating, amending or replacing the statute referred to; (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein and entered into in accordance with their respective terms; (f) the words “approve,” “consent” and “agree” or derivations of said words or words of similar import mean, unless otherwise expressly provided herein, the prior approval, consent or agreement in writing of the person holding the right to approve, consent or agree with respect to the matter in question; (g) the words “include” or “including” or words of similar import, shall be deemed to be followed by the words “without limitation”; (h) the words “hereto” or “hereby” or “herein” or “hereof” or “hereunder,” or words of similar import, refer to this Agreement in its entirety; (i) all references to articles and sections are to the articles and sections

of this Agreement; (j) in computing any time period hereunder, the day of the act, event or default after which the designated time period begins to run is not to be included, and the last day of the period so computed is to be included, unless any such last day is not a Business Day, in which event such time period shall run until the next day which is a Business Day; and (k) the headings of articles and sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement. The Partnership and the Master Developer have each jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Agreement, and, accordingly it is agreed that no term or provision of this Agreement shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 16.5. Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Connecticut. All duties and obligations under this Agreement are to be performed in the State of Connecticut and venue for purposes of any actions brought under this Agreement, or under any agreement or other document executed in conjunction herewith, shall be the state or federal courts located within and having jurisdiction over the State of Connecticut.

Section 16.6. Amendment and Waiver; Consents and Approvals. This Agreement may be amended by written instrument executed by the Partnership and the Master Developer, and may be waived only by written instrument executed by the party making such waiver. No amendment or waiver which is not so documented shall be effective. Whenever a consent or approval is required hereunder or otherwise in connection with the Project, such consent or approval shall not be unreasonably withheld or delayed. Furthermore, in connection with any

financing arranged by Master Developer or any co-developer, including Education Realty Trust, Inc., for the Project, or any portion thereof, in the event that a lender or equity partner requests modifications to this Agreement, the Partnership shall consider such request and shall not unreasonably withhold or delay approval of such requested modifications.

Section 16.7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 16.8. Confidentiality of Information. To the extent permitted by law, all information obtained by either party from the other party hereto pursuant to this Agreement shall remain confidential; provided, however, the foregoing shall not prevent either party hereto from disclosing such information, if any, as may reasonably be required to carry out its obligations hereunder (including without limitation disclosure to its lenders, attorneys, accountants or consultants retained for the purposes of this transaction) or as reasonably requested by potential or current investors in the Master Developer or as reasonably requested by a construction lender or any permanent lender in connection with any construction loans or permanent loans or as may be required in connection with any litigation or alternative dispute resolution proceedings between the parties to this Agreement or as required by applicable law, court order or any rule, regulation or order of any Governmental Authority or agency having jurisdiction over the Partnership, the Master Developer or the Project.

Section 16.9. Entire Agreement. This Agreement, including the schedules attached hereto, contains the entire agreement between the parties hereto relating to the subject matter hereof. This Agreement supersedes the 2004 Development Agreement.

Section 16.10. Estoppels. Each party shall, without charge, at any time and from time to time, within ten (10) days after written request by the other party or by any Master Developer mortgagee or prospective mortgagee, execute and deliver a certificate or certificates evidencing the following: (a) whether this Agreement is in force and effect; (b) whether this Agreement has been modified, amended or waived in any respect and, if so, submitting copies of, or otherwise specifically identifying, such modifications or amendments; (c) whether, to the best knowledge of such party, the other party has complied with all of its warranties, representations and covenants contained herein and, if the other party has not so complied, identifying with reasonable specificity the nature of such non-compliance; (d) whether any notice of default has been given to the other party which default has not been cured and, if there is an uncured default, attaching a copy of such notice(s); (e) whether the right of first refusal provided in Section 13.2(d) applies, or is claimed to apply, to any land owned by the Master Developer and, if so, identifying the subject land; and (f) such other matters as either party or any Master Developer mortgagee or prospective mortgagee may reasonably request.

Section 16.11. Duty to Sign Supplemental Effectuating Documents. At any time or times after the date hereof, each party hereto shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

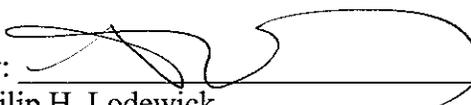
Section 16.12. Multiple Counterparts. This Agreement shall be executed in multiple counterparts, as may reasonably be requested, each of which shall be an original, but all of which shall constitute but one instrument.

Section 16.13. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. No assignment of the rights of a party hereto shall be permitted without the consent of the other party hereto, such consent not to be unreasonably withheld or delayed.

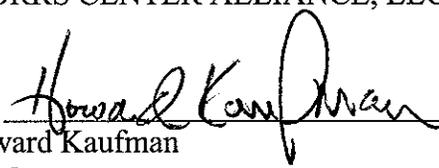
Section 16.14. Notice Regarding Members of Storrs Center Alliance, LLC. The Master Developer shall promptly notify the Partnership in writing of the admission or withdrawal of any member of Storrs Center Alliance, LLC.

Section 16.15. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

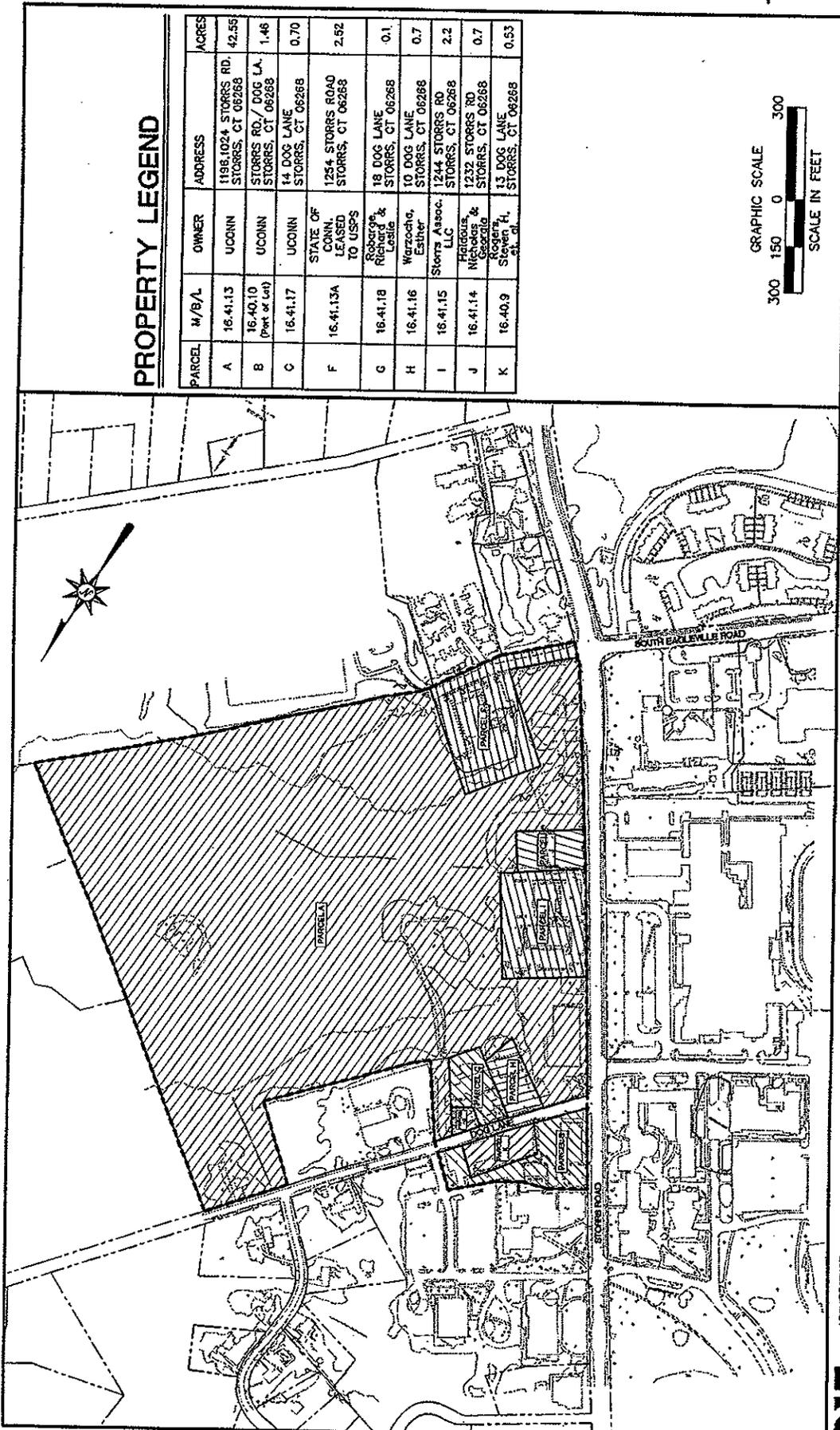
By: 
Philip H. Lodewick
Its President
Duly authorized

STORRS CENTER ALLIANCE, LLC

By: 
Howard Kaufman
Its Manager
Duly authorized

Schedule A

Handwritten initials/signature



PROPERTY LEGEND

PARCEL	M/B/L	OWNER	ADDRESS	ACRES
A	16.41.13	UCONN	1196,1024 STORRS RD, STORRS, CT 06268	42.55
B	16.40.10 (Part of Lot)	UCONN	STORRS RD / DOG LA, STORRS, CT 06268	1.46
C	16.41.17	UCONN	14 DOG LA NE STORRS, CT 06268	0.70
F	16.41.13A	STATE OF CONN. LEASED TO USPS	1254 STORRS ROAD STORRS, CT 06268	2.52
G	16.41.18	Richard & Leslie	18 DOG LA NE STORRS, CT 06268	0.1
H	16.41.16	Warpocha, Esther	10 DOG LA NE STORRS, CT 06268	0.7
I	16.41.15	Storrs Assoc. LLC	1244 STORRS RD STORRS, CT 06268	2.2
J	16.41.14	Hatibour, M. & Robert	1232 STORRS RD STORRS, CT 06268	0.7
K	16.40.9	Rogers, Steven H. et al.	13 DOG LA NE STORRS, CT 06268	0.53



Designed: P.M.B.
 Drawn: P.M.B.
 Checked: P.M.B.
 Approved: P.M.B.
 Project No. 11-2047
 Date: 08/03/04
 CAD File: PMS6701A

MUNICIPAL DEVELOPMENT PLAN PROJECT AREA MAP
 STORRS CENTER
 MANSFIELD, CONNECTICUT

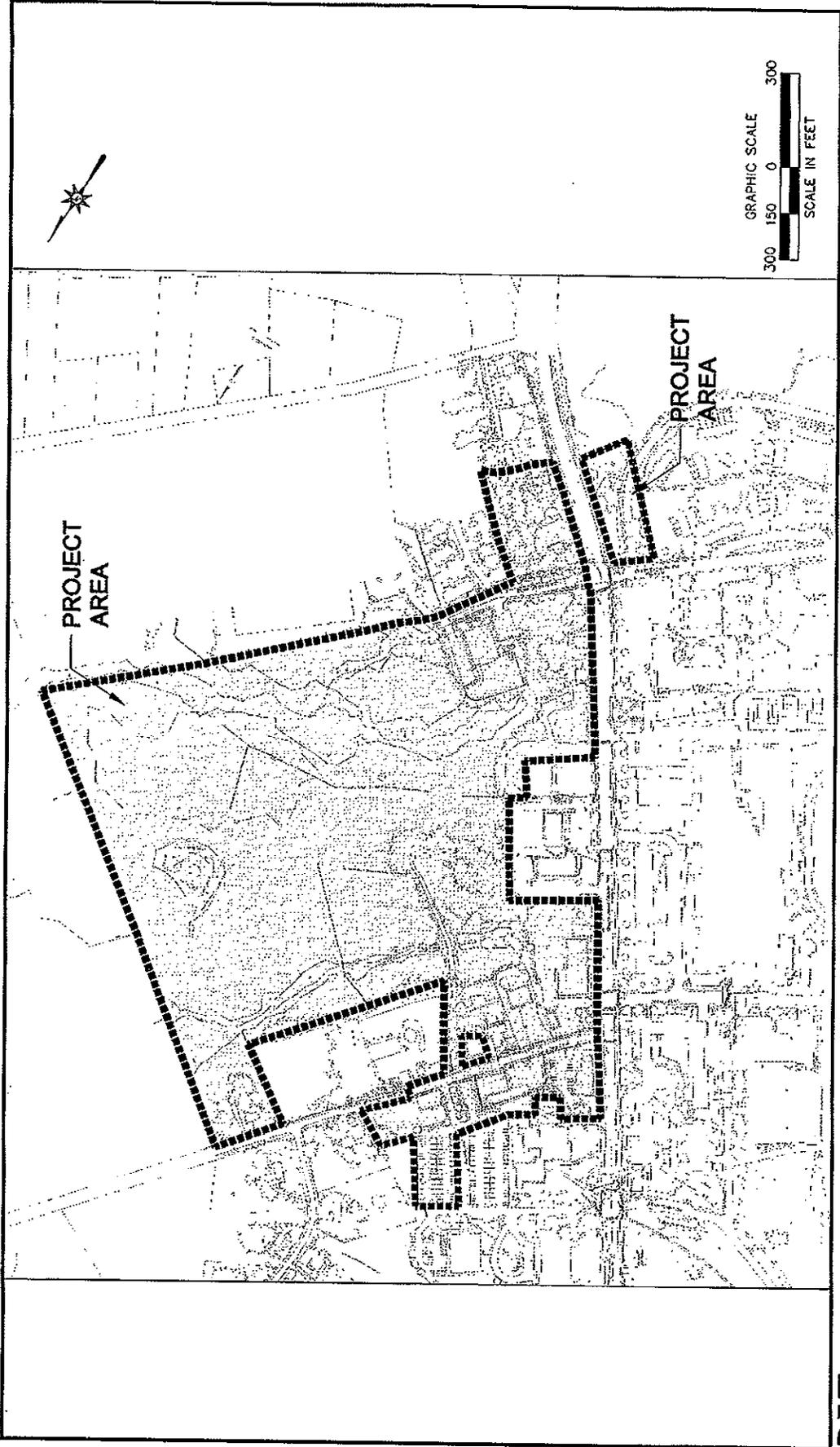
353 Reservoir Parkway
 Meriden, CT 06450
 (203) 536-1408
 (203) 536-2615 Fax

BL
 ARCHITECTURE
 ENGINEERING
 PLANNING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING
 ENVIRONMENTAL SCIENCES
 Companies

FIG. 1

MS6701A

Schedule B



C.P.F.
 E.L.Z.
 Designed
 Drawn
 Approved
 Scale
 Project No.
 Date
 CAD File: P:\068201A-SCH_5
 XREF(G)

STORRS CENTER PROJECT AREA MAP
 STORRS CENTER
 MANSFIELD, CONNECTICUT

365 Research Parkway
 Meriden, CT 06010
 (203) 630-1425
 (203) 630-2815 Fax

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 ARCHITECTURE
 ENGINEERING
 PLANNING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING
 ENVIRONMENTAL SCIENCES
 COMPONETES

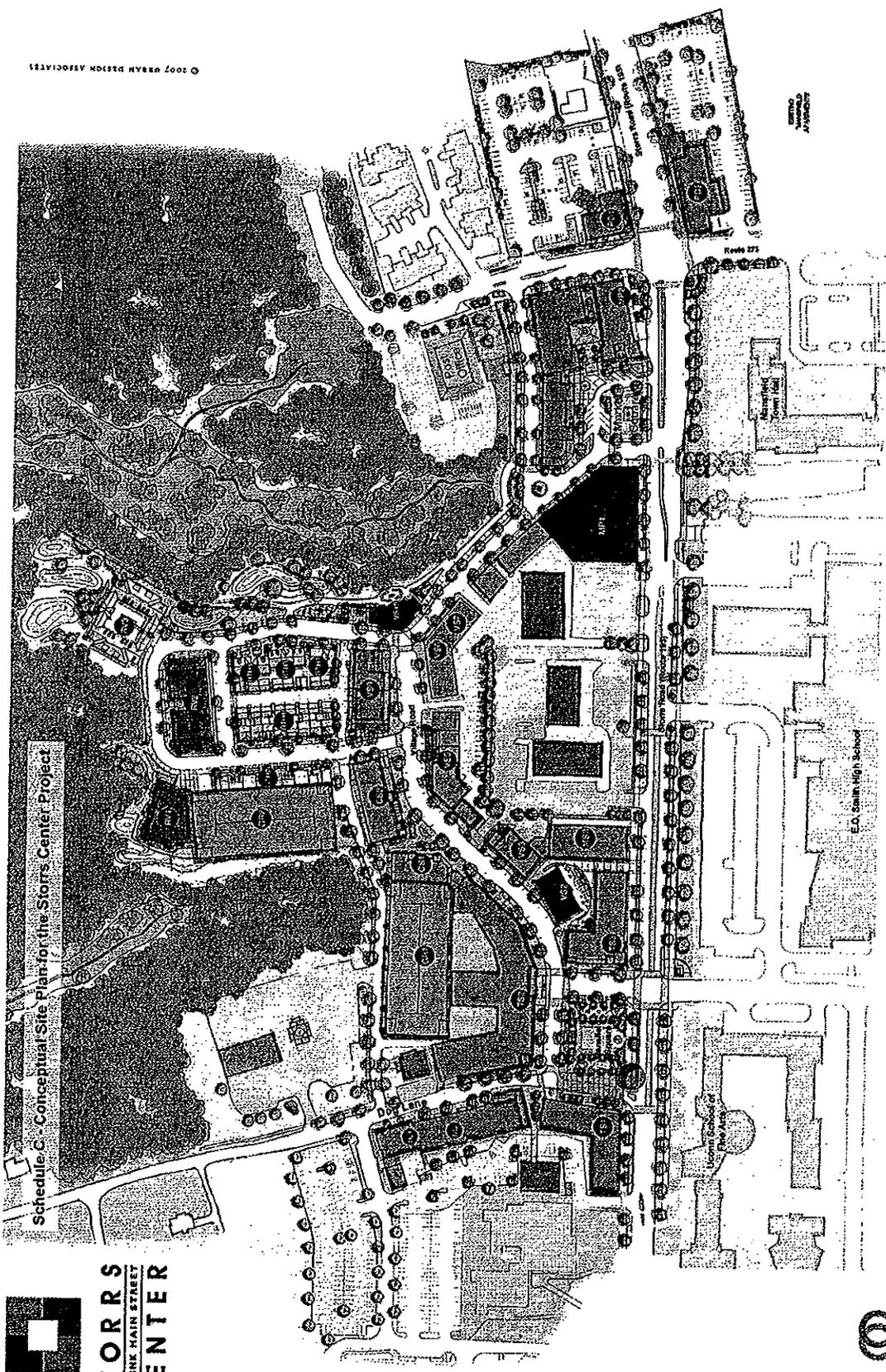
SCHEDULE B

Schedule C



**STORRS
CENTER**
RETHINK MAIN STREET

Schedule C - Conceptual Site Plan for the Storrs Center Project



© 2007 URBAN DESIGN ASSOCIATES



Storrs Center - Conceptual Master Plan



URBAN
DESIGN
ASSOCIATES

Schedule D

GUARANTY

THIS GUARANTY is made this 31st day of March, 2011, by LeylandAlliance LLC, a Delaware limited liability company, having an address at 233 Route 17, P.O. Box 878, Tuxedo, New York 10987 (the "Guarantor").

WITNESSETH:

WHEREAS, the Mansfield Downtown Partnership (the "Partnership") has entered into a certain development agreement with Storrs Center Alliance LLC ("SCA") of even date herewith (the "2011 Development Agreement");

WHEREAS, the Guarantor is at present the sole member of SCA and expects to benefit from SCA's entering into the 2011 Development Agreement with the Partnership; and

WHEREAS, the Partnership, as a condition precedent to entering into the 2011 Development Agreement, has required this Guaranty as security;

NOW, THEREFORE, to induce the Partnership to enter into the 2011 Development Agreement, the Guarantor does hereby guarantee unconditionally to the Partnership the full and complete performance and observance of all of SCA's covenants and other obligations contained in the 2011 Development Agreement, as it may be amended from time to time in the manner provided in Section 16.6 of that Agreement by the Partnership and SCA (collectively, the "Obligations");

PROVIDED ALWAYS, that upon complete performance of the Obligations, this Guaranty shall terminate and have no further force or effect.

Guarantor further covenants and agrees as follows:

Definitions. All capitalized terms not otherwise defined herein shall have the meanings specified in the 2011 Development Agreement.

Waiver by Guarantor. To the fullest extent permitted by applicable law, Guarantor hereby expressly waives and agrees not to assert or in any other manner whatsoever claim or derive any benefit or advantage from: (i) any right to require the Partnership to proceed against SCA or any other person, to resort to any other security for the Obligations, whether held by the Partnership or otherwise, or to exercise or pursue any other right, power or remedy before proceeding against Guarantor; (ii) the defense of the statute of limitations in any action hereunder or for the performance of any Obligation; or (iii) any defense arising by reason of the incapacity, lack of authority, death or disability of any other person, or by reason of the failure of the Partnership to file or enforce a claim against the estate of any other person (whether in administration, bankruptcy or any other proceeding). Guarantor hereby expressly waives presentment and demand for payment, dishonor and notice of dishonor, protest and notice of protest, and any other notice whatsoever required under any applicable law, including without limitation notice of the acceptance of this Guaranty and of the existence, creation or incurring of any new or additional Obligation, or of any action or omission on the part of SCA, the Partnership or any other person. It is the purpose and intent of Guarantor that the Obligations of Guarantor hereunder be absolute and unconditional and shall not be discharged except by performance as herein provided and then only to the extent of such performance.

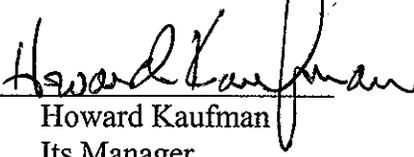
Rights of the Partnership. Without notice or demand and without affecting, modifying, releasing or limiting in any way the liability of Guarantor, the Partnership may, in its sole discretion, at any time and from time to time and in such manner and upon such terms as it deems advisable, without effect on Guarantor's liability under this Guaranty: (i) extend the time for performance of any Obligation; (ii) obtain or accept any security or other interest in any property, as additional security for any Obligation, or alter, release or exchange any Obligation

or any security therefor; and (iii) release any person now or hereafter liable for any of the Obligations.

Remedies Cumulative. No right or remedy conferred upon or reserved to the Partnership herein is intended to be exclusive of any other right or remedy herein or by law or equity provided, and each and every such right or remedy shall be cumulative and shall be in addition to every other right or remedy hereunder or now or hereafter existing at law or in equity.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty below to evidence its agreement with the foregoing.

LEYLANDALLIANCE LLC

By: 
Howard Kaufman
Its Manager
Duly authorized

ATTEST:

By: _____

Title: _____