

(iii) For the avoidance of doubt, and by way of example only, if Landlord notifies Tenant on or before [REDACTED] that the Planned Delivery Date is [REDACTED] and if the actual Delivery Date occurs on [REDACTED] Landlord shall provide Tenant with [REDACTED] days of Rent credit calculated as follows:

- (I) [REDACTED] days' Rent credit is applied for every day that the Planned Delivery Date is after [REDACTED] as [REDACTED] is [REDACTED] days after [REDACTED] multiplying [REDACTED] by [REDACTED] results in [REDACTED] Rent credit;
- (II) as [REDACTED] is [REDACTED] days after the Planned Delivery Date of [REDACTED] the "1-30" row in the above chart should be used for this calculation and the "1-30" row provides for [REDACTED] days' Rent credit for each day that the actual Delivery Date is after the Planned Delivery Date, multiplying [REDACTED] by [REDACTED] results in [REDACTED] Rent credit; and
- (III) adding [REDACTED] days' Rent credit and [REDACTED] days' Rent credit results in a total of [REDACTED] days' Rent credit.

(b) In the event Landlord issues Tenant a Rent credit pursuant to this Section 4.6, then the amount of any such Rent credit shall be deducted from the next installment(s) of Rent then due and owing under the Lease until the full amount of such credit is offset against the Rent.

ARTICLE V

RENT AND RESERVES

5.1 Rent.

(a) During the Term, Tenant shall pay to Landlord the Annual Base Rent for the Premises, together with all other payments required hereunder in the amount and at the times and in the manner hereinafter specified. During the period from the Rent Commencement Date until the end of the Term, Tenant shall pay as rent for the Premises, the Monthly Base Rent for each calendar month of each Lease Year, payable in advance on the first day of each calendar month.

(b) Effective as of the Rent Commencement Date, and during the remainder of the Term, Tenant shall pay to Landlord, if applicable, the Percentage Rent Difference, if any, in accordance with the following sentence. The Percentage Rent Difference, if any, shall be determined in the Annual Statement and paid on an annual basis simultaneously with delivery of the Annual Statement to Landlord.

5.2 Proceeds from Sale or Refinancing.

(a) Tenant shall distribute, pay, or cause to be paid, in cash, Proceeds from Sale or Refinancing as follows:

(i) First, to Tenant (which Tenant may distribute to each of Tenant's members) or the Persons entitled to receive payment or distribution of the relevant Proceeds from Sale or Refinancing, in an amount sufficient to return to such Persons as are entitled to receive distribution or payment of the relevant Proceeds of Sale or Refinancing all of their unreturned Equity, together with an Internal Rate of Return of the Applicable IRR on all such Equity, which shall be calculated in accordance with Schedule B; and