

OFFICE LEASE

BETWEEN

730 W. RANDOLPH BUILDING

AND

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OFFICE LEASE

THIS LEASE, made as of the _____ day of _____, by and between 730 W. Randolph Building, hereinafter called "Landlord" and _____ an Illinois Corporation, hereinafter called "Tenant";

ARTICLE 1 - BASIC TERMS

1.01 Basic Terms:

A. Landlord's Address: Samuel Oliva and Patrick Vacala
3400 Dundee Road, Suite 180
Northbrook, IL 60062

Payments under this lease should be made payable to: Samuel Oliva and Patrick Vacala, at the address noted above or such other address as may from time to time as designated by Landlord in writing.

B. Tenant's Billing Address: _____
730 W. Randolph, Suite _____
Chicago, IL 60661

or such other address as may from time to time as designated by Tenant in writing.

C. Tenant and Unit Address of Tenant Under Lease:

730 W. Randolph, Suite _____
Chicago, IL 60661

D. Premises: The space in the Building noted on Exhibit "A" attached hereto, and currently known as Suite _____ (_____ rentable square feet):

E. Rent: All sums, monies or payments required to be paid by Tenant to Landlord pursuant to this Lease which shall include _____ Dollars (\$ _____) in Base Rent payments, plus Additional Rent and charges during the Term.

F. Annual Base Rent: Year - 1 \$
2
3
4

G. Monthly Base Rent: Year 1 5 \$
2
3
4
5

H. Tenant's Proportionate Share: Percentage of Rentable Area of Premises to Percentage of Rentable Area of Building: _____%
(_____/_____).

I. Escalation: For the twelve month period commencing _____ and at the commencement of each new twelve month period thereafter the base rent shall increase at a rate of _____%. In no event shall the Annual Base Rental be reduced or decreased in any manner whatsoever.

J. Building: The Building in which the Premises is located, the common address of which is 730 W. Randolph, Chicago, Illinois, together with the land, and any parking areas, walkways, landscaped areas and other improvements appurtenant thereto. The legal description of the parcel on which the Building is situated is attached hereto as Exhibit B.

K. Commencement Date: _____

L. Base Year: _____

M. Lease Term: The period of time commencing on the Commencement Date and expiring _____ (____) months after the Commencement Date.

N. Security Deposit: Tenant shall deposit with Landlord, upon execution of this lease, a sum of money equal to one (1) months rent for a total of _____ and agrees from time to time to pay Landlord any sum or sums of money paid by Landlord out of the sum so deposited or deducted therefrom by Landlord.

O. Permitted Uses: Operation of _____

P. Broker(s): _____ (As per agreement, a full renewal leasing commission shall be paid to _____ equal to two (2%) percent of the total lease value, calculated as follows: \$_____ x .02 = \$_____)

- Q. Parking Spaces: _____ reserved (#s _____ west side of building) Parking assignments may change from time to time as needed. Parking fee is separate from rent and shall increase annually effective January 1 each year.
- R. Exhibits: A. Description of Premises
 B. Legal Description of Building
 C. Rules and Regulations
 D. Construction Rider
 E. Personal Guarantee
- S. Buildout Allowance: No later than 10 business days following the date both parties have executed the Lease, Landlord will pay Tenant a "Redecorating Allowance" equal to _____ dollars (\$ _____) per square foot of the rentable area of the Premises (_____ square feet), or a total of \$ _____. Although all or a portion of the Redecorating Allowance may be used by Tenant for redecorating the Premises Tenant will be under no obligation to use such Allowance in any specific manner.

1.02 Effect of Reference to Basic Terms: Each reference in this Lease to any of the Basic Terms contained in Paragraph 1.01 shall be construed to incorporate into such reference all of the definitions set forth in Paragraph 1.01.

ARTICLE 2 - QUIET ENJOYMENT

2.01 Quiet Enjoyment Landlord covenants that Tenant, on paying the Rents herein provided and keeping, performing and observing the covenants, agreements and conditions herein required of Tenant, shall peaceably and quietly hold and enjoy the Premises for the Lease Term subject to the terms of this Lease and encumbrances, easements, rights, covenants, conditions and restrictions of record.

ARTICLE 3 – GRANT, DELIVERY AND TERM

3.01 Grant of Premises In consideration of the rents, covenants, agreements and conditions hereinafter provided to be paid, kept, performed and observed, Landlord leases to Tenant and Tenant hereby hires from Landlord the Premises described in Paragraph 1.01 D.

3.02 Conditions of Grant Tenant shall have and hold the Premises for and during the Lease Term described in Paragraph 1.01 L, subject to the payment of the Rent and to the full and timely performance by Tenant of the covenants and conditions hereinafter set forth.

3.03 Delivery and Acceptance of Premises Unless Tenant furnishes Landlord with a notice in writing specifying any defects in the Premises, excluding latent defects,

within fifteen (15) days after the Commencement Date, which ever is later, it shall be conclusively determined that as of the Commencement Date the Premises were in good order and satisfactory condition. Tenant's obligation to pay Rent will commence on the Commencement Date.

3.04 Delay of Possession (Text deleted as not applicable.)

ARTICLE 4 - HOLDING OVER

4.01 Surrender Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted.

4.02 Holdover Penalty In the event that Tenant shall not immediately surrender the Premises on the Expiration Date or the earlier termination of the Lease as provided herein, Tenant shall, by virtue of the provisions hereof, become a Tenant only by the month at one and one-half (1 1/2) times the Rent in effect during the last month of the term of this Lease, which said monthly tenancy shall commence with the first day next after the expiration of the term of this Lease. In addition, Tenant shall also pay all consequential and actual damages sustained by Landlord on account of such holding over. Nevertheless, the provisions of this clause shall not be held as a waiver by Landlord of any right of re-entry, as hereinafter set forth, nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still expired, for a breach of any of the covenants herein.

ARTICLE 5 - SECURITY DEPOSIT

5.01 Security Deposit Tenant herewith deposits with Landlord the sum set forth in Paragraph 1.01 M as security for the performance by Tenant of every covenant and condition of this Lease. Said deposit may be commingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, Landlord may apply the whole or any party of such security deposit to the payment of any sum in default or any sum that Landlord may be required to spend by reason of Tenant's default. This includes, but is not limited to, applying the security deposit first to any restoration and/or cleanup costs necessary over and above normal wear and tear of the vacated space. Tenant agrees from time to time to pay to Landlord any sum or sums of money paid by Landlord out of the sum so deposited or deducted therefrom by Landlord, pursuant to the Provision of this lease, to the end that all times during the term of this lease there shall be continually deposited with Landlord a sum which shall never be less than the amount originally deposited; the money so deposited shall remain with Landlord as security for the faithful performance of this lease, until the term herein expires or is reduced by the term of the lease, and Tenant has vacated the premises, and is entitled to a refund of said deposit by having faithfully

performed all the covenants of this lease. It is understood that the security deposit is not to be considered as the last month's rent under the Lease. Security deposit shall be increased annually to correspond with rental amount.

ARTICLE 6 - RENT

6.01 Base Rent Tenant covenants to pay without notice, deduction, set-off or abatement to Landlord the "Base Rent" specified in Paragraphs 1.01 E, 1.01 F, and 1.01 G in lawful money of the United States in consecutive monthly installments in advance commencing on the first day of the first month and each month thereafter during the Lease Term. Base Rent and Additional Rent defined below shall collectively be referred to as "Rent". Rent shall be payable to Landlord at Landlord's address shown at Paragraph 1.01 A above or such other place as Landlord may designate from time to time in writing.

6.02 Payment of Additional Rent Tenant covenants to pay without notice, deduction, set-off or abatement to Landlord "Additional Rent" as defined herein in lawful money of the United States in consecutive monthly installments in advance.

6.03 Additional Rent Defined: Additional Rent shall be the sum obtained by multiplying Tenant's Proportionate Share by the increase, if any, in Basic Costs for any Lease Year over the Basic Costs incurred during the Base Year. This adjustment will never cause the total Rent to be less than the Base Rent described in Paragraph 1.01. For this purpose the terms noted above shall have the following meanings:

A. Base Year shall mean the Lease Year specified in Paragraph 1.01 K.

B. Lease Year shall mean a 12-month period ending on December 31.

C. Basic Costs shall mean the expenses of Landlord incurred in managing, operating, and maintaining the Premises, the Building and the parking area as required herein and as determined by standard accounting principles consistently applied. Basic Costs shall include Common Area Expenses, Taxes, and Insurance Premiums as defined in Paragraphs 6.04, 6.05, and 6.06 below.

6.04 Taxes Taxes shall include the following taxes or assessments described paid or payable during a given Lease Year: (a) all ad valorem Real Estate Taxes on the Building (adjusted after protest or litigation, if any) for any part of the term of this Lease, exclusive of interest and penalties; (b) any taxes which shall be levied in lieu of any ad valorem real estate taxes; (c) any special assessments for benefits on or to the Building paid in annual installments by Landlord; (d) occupational taxes or excise taxes levied on rentals derived from the operation of the Building or the privilege of leasing property; and (e) the expense of protesting, negotiating or contesting the amount or validity of any such taxes, charges or assessments. Such Taxes shall not include any income tax payable by Landlord incident to its ownership of the Building. If the Term ends during a Lease Year before the amount to be payable by Tenant for such Lease Year has been determined

under the provisions of the Paragraph, an amount payable for the portion of the Lease Term during the Lease Year shall be estimated by Landlord based upon the prior year's taxes and the estimated amount shall be promptly paid by Tenant. As soon as the amount properly payable by Tenant for the partial period has finally been determined, the amount shall be adjusted between Landlord and Tenant. As of the date of this Lease Agreement Landlord has no knowledge of any proposed or enacted special assessment that would affect Real Estate Taxes related to the Building.

6.05 Insurance Premiums Insurance Premiums shall mean the cost of the premium for the fire and extended coverage insurance described in Article 14.

6.06 Common Area Expenses A. Common Area Expenses shall mean Landlord's total cost and expense incurred in owning, operating, maintaining, and repairing the Common Area as defined in Article 9 below, and the Building including facilities such as plumbing, heating, ventilation, air-conditioning, electrical, security, fire and life-safety systems installed or furnished by Landlord. Such costs include but are not limited to: costs for all electricity, gas, water or fuel used in connection with the operation, maintenance and repair of the Common Areas and such facilities; penalties or citations received as a result of negligence or misuse of the property; the amount paid for all labor and/or wages and other payments including costs to Landlord of workmen's compensation and disability insurance, payroll taxes, welfare and fringe benefits made to janitors, employees, contractors and subcontractors of Landlord directly involved in the operation and maintenance of the Common Areas and such facilities; managerial, administrative, and telephone expenses related to operation and maintenance of the Building; the total charges of any independent contractors employed in the care, operation, maintenance, cleaning and landscaping; the total amount paid for all supplies, tools, replacement parts of the components, equipment and necessities which are occasioned by everyday wear and tear; the pro rata costs of machinery and equipment purchased or leased by Landlord to perform its maintenance obligations; charges related to the amortization of actual expenses and interest attributed to capital expenditures required by changes in governmental laws and regulations or capital expenditures made by Landlord which will result in operating cost savings for the Building or the tenants. To the extent that Landlord elects to provide services which are not separately metered or directly billed to Tenant, the cost of such services shall be included in Common Area Expenses. In the event services performed by employees of Landlord are included in Common Area Expenses, the cost of such services shall not exceed that charged by third party contractors for similar work.

B. Common Area Expenses shall not include: the cost of alterations to any tenant premises, leasing commissions, overhead and administrative expense of Landlord for activities not pertaining to management of the Building, interest on debt and capital retirement of debt; depreciation; costs generally considered capital improvements except for those noted in the prior paragraph; and expenditures which are subsequently reimbursed by an insurer, another tenant or any other party. All charges, allocations and calculations hereunder shall be made pursuant to generally accepted accounting principals.

6.07 Estimates of Expenses during Vacancy If the Building is not ninety-five percent (95%) occupied by tenants during all or a portion of any Lease Year, Landlord shall make appropriate adjustment for such year of the components of Basic Costs which may vary depending upon the occupancy level of the Building, employing generally accepted accounting and management principles. Any such adjustments shall also be deemed expenses paid or incurred by Landlord and included in Basic Costs for such Lease Year, as if the Building had been ninety-five percent (95%) occupied and the Landlord had actually paid or incurred such expenses, to the end that the actual amounts of such variable components of Basic Costs be fairly borne by tenants occupying the Building, and provided that no such adjustment shall include any profit to Landlord in connection with such variable cost, and provided that Landlord may not collect more than the actual out of pocket payments for such costs.

6.08 Estimates of Additional Rent A. In order to provide for current payments of Additional Rent, Landlord will give Tenant, from time to time during the term hereof, written notice of its estimate of Additional Rent which will be due in the Lease Year for which written notice of such estimate is given. Tenant shall pay to Landlord, as an Additional Rent deposit, in monthly installments commencing on the first day of the term of this Lease, and/or the first day of the calendar month following that month in which Landlord notifies Tenant of the estimated Additional Rent, one-twelfth (1/12) of the Additional Rent due in any said Lease Year as estimated by Landlord. If at any time it appears to Landlord that the Additional Rent due Landlord for any Lease Year will vary from its estimate thereof by more than ten percent (10%), Landlord may, by written notice to Tenant, revise its estimate for such year. Subsequent Additional Rent deposits by Tenant for such year shall be based on the revised estimate. Tenant shall pay Landlord the Additional Rent deposit in the same manner as Base Rent beginning on the first day of the calendar month following that calendar month in which this Lease commences.

B. Within sixty (60) days of the end of the Lease Year for which estimates of Additional Rent were made, actual Additional Rent due for such year shall be calculated. If Tenant's Proportionate Share of actual Additional Rent exceeds the deposits paid by Tenant based on Landlord's estimates, Landlord shall bill Tenant for the excess amount and Tenant shall pay to Landlord said amount within ten (10) days of billing. If Tenant's Proportionate Share of actual Additional Rent is less than the deposits paid by Tenant based on Landlord's estimates, Tenant shall be given a credit for the excess amount against the next Rent payment due, or a refund of the excess so paid by Tenant.

6.09 Audit of Additional Rent Tenant shall have the right to conduct an audit of Landlord's accounting records for Additional Rent items. Any such audit shall be conducted at Landlord's offices, must be preceded by a written notice delivered no less than 10 business days prior to the date the audit would commence, and shall not

unreasonably disrupt Landlord's business operations. The cost of such audit shall be paid for by Tenant except in the event Tenant's audit reveals an error by Landlord which resulted in an overcharge of Additional Rent in excess of five percent (5%) of the total, in which event Landlord shall pay for the cost of the audit. Any overcharge shall be refunded to Tenant.

6.10 Proration of Rent If the Term commences on any day other than the first day of January, or if the Term ends on any day other than that last day of December, any Rent due Landlord for such year shall be pro-rated, based on a 365 day year. Upon expiration or termination of this Lease, Tenant shall pay such pro-rated amount within thirty (30) days of billing. This covenant shall survive the expiration or termination of this Lease.

6.11 Late Charge Tenant's failure to make any monetary payment required of Tenant hereunder within ten (10) days of the due date therefore shall result in the imposition of a late charge for such late payment in the amount of ten percent (10%) per month of the gross monthly rent from the date due until paid.

ARTICLE 7 - UTILITIES AND SERVICES

7.01 Utilities & Services Subject to the provisions of, Exhibit C Paragraph 22, during normal business hours, Landlord shall furnish the Premises with electricity for common area lighting, heat, air conditioning and elevator service. Tenant shall pay for the separately metered electricity and gas service for the Premises and for all phone service installation and utilization costs. Landlord shall not be liable for any loss, injury or damage to property caused by or resulting from any variation, interruption, or failure of such utility services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure for such services incident to the making of repairs, alterations, or improvements, or due to accident, strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any Tenant's obligations hereunder.

ARTICLE 8 – USE, MAINTENANCE AND COMPLIANCE WITH LAWS

8.01 General Use The Premises hereby leased shall be used by and/or at the sufferance of Tenant only for the purposes set forth in Paragraph 1.01 N and for no other purposes. Tenant shall, at Tenant's expense, promptly comply with the Rules and Regulations set out in Exhibit C and all other applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the terms or any part of the term hereof regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or will tend to unreasonably disturb other tenants in the Building. Landlord may hereafter promulgate additional reasonable regulations regarding the Building and Common Areas so long as such regulations do not conflict with the use of the Premises by Tenant expressly permitted in Paragraph 1.01 N.

8.02 Maintenance and Repair by Tenant Tenant shall be responsible for: all maintenance and repair to the Premises of whatsoever kind of nature that is not hereinafter set forth specifically as the obligation of Landlord. Tenant shall take good care of the Premises and fixtures, and keep them in good repair and free from filth, overloading, danger of fire or any pest or nuisance, and repair any damage or breakage done by Tenant or Tenant's agents, employees or invitees, including damage done to the Building by Tenant's equipment or installations. At the end of the term of this Lease or any renewal hereof, Tenant shall quit and surrender the Premises broom clean and in as good condition as when received by Tenant, normal wear and tear excepted. In the event Tenant fails to maintain the Premises as provided for herein Landlord shall have the right, but not the obligation, to perform such maintenance as is required of Tenant in which event Tenant shall promptly reimburse Landlord for its costs in providing such maintenance or repairs together with a ten percent (10%) charge for Landlord's overhead. The servicing of the heating, air conditioning and ventilation will be included with the operating costs.

8.03 Compliance with Laws Tenant covenants throughout the Lease Term, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the municipal governments and appropriate departments, commissions, boards, and officers thereof, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same require structural repairs or alterations, which may be applicable to the Premises, or the use or manner of use of the Premises. After the Term of the Lease has begun, Tenant will reimburse Landlord for all expenditures made by Landlord that are required by municipal, state or other government due to the type or extent of Tenant's use of the Premises. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Premises and the equipment thereof.

8.04 Signs Tenant shall be permitted to place signs of similar size, location, and nature, as that maintained by previous and or other current tenants of the Building. Tenant shall not put upon nor permit to be put upon any part of the Premises or the Building, any other signs, billboards or advertisements whatever in any location or any form without the prior written consent of Landlord. Signage must be allowable by local municipality ordinances and codes.

8.05 Hazardous Materials No Hazardous Materials shall be stored on the Premises without written approval from Landlord, and no Hazardous Materials shall be disposed of on the Premises. For purposes of this Paragraph, "Hazardous Materials" means and includes any substance which is within the definition of "hazardous substance" under 42 U.S.C. par. 6901(14), any "pollutant or contaminant" as those terms are defined in 42 U.S.C. par. 9601(33), and crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under 42 U.S.C. par. 9601(14), or any other state, or local statute, ordinance, regulation, order or decree (collectively "Laws") regulating, relating to, or imposing liability or standards of conduct concerning,

any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

8.06 Indemnification/Hazardous Materials Tenant shall be solely responsible for and shall indemnify, defend and hold Landlord and its subsidiaries, directors, officers, employees, servants and agents (collectively "Agents") harmless from any and all claims, judgments, losses, demands, causes of action, proceedings or hearings relating to the storage, placement or use of Hazardous Materials (hereinafter collectively referred to as "Claims") by Tenant, its Agents or Claims resulting from the contamination of the Premises, the Building, subterranean water beneath, adjoining, or in the vicinity of the Premises. Tenant shall reimburse Landlord for: (1) losses in or reductions to rental income resulting from Tenant's use, storage and disposal of Hazardous Materials; and (ii) all costs of refitting or other alterations to the Premises necessitated by Tenant's use, storage, or disposal of Hazardous Materials. Tenant agrees to defend all such Claims on behalf of Landlord with counsel acceptable to Landlord, and to pay all fees, costs, damages or expenses relating to or arising out of any such Claim including attorney's fees and costs. Tenant shall further agree to be solely responsible for and shall indemnify, defend and hold Landlord and its Agents harmless from and against all Claims, including reasonable attorney's fees and costs, arising out of or in connection with any removal, clean up or restoration work which is required by any government agency having jurisdiction and which arises from Tenant's storage, use or disposal of Hazardous Materials on the Premises during its occupancy of the Premises.

8.07 Testing for Hazardous Materials A. From time to time during the Term of the Lease or any extension thereof and not more than ninety (90) days after the expiration or earlier termination of this Lease, including any extension thereto, Landlord may, in its sole discretion conduct tests of the Premises to determine the presence of Hazardous Materials outside of areas maintained in a commercially reasonable manner which are designated for the storage provided to Tenant at Tenant's request. The existence of such right shall not be construed to impose a duty upon Landlord to conduct such testing except in its absolute discretion. In the event such tests indicate the presence of Hazardous Materials due to the activities of Tenant, and Tenant's confirming tests reach the same conclusion, Tenant shall, in addition to its other obligations hereunder, reimburse Landlord for the cost of such test or tests and shall immediately commence procedures to remove such Hazardous Materials from the Premises. Tenant's reimbursement to Landlord of its tests shall not constitute a final acceptance of the tests by Tenant or a waiver by Tenant to contest the results of the tests.

B. Notwithstanding anything herein to the contrary, Tenant shall have no obligation to clean up, to comply with any Law regarding, or to reimburse, release, indemnify, or defend Landlord with respect to any Hazardous Materials which Tenant or its agent did not store, use, dispose of or transport in or on the Premises. This Paragraph shall survive the expiration or sooner termination of this Lease.

8.08 Current Condition As of the date of this Lease Agreement Landlord hereby represents that it has no knowledge of any condition at the Building that would violate any current local, state or federal law regarding the storage or disposition of Hazardous Materials.

ARTICLE 9 - COMMON AREAS

9.01 Definition The term "Common Areas" means all the areas and facilities of the Building not intended for renting and, instead, designed for the common use and benefit of Landlord and all or substantially all of the tenants, their employees, agents, customers and invitees and which shall be operated and maintained by Landlord. The Common Areas include, but not by way of limitation, the roof, interior hallways, elevators, common restrooms, cafeteria or vending room facilities if any, exterior walls, all parking lots, truck courts, landscaped and vacant areas, driveways, walks and curbs with facilities appurtenant to each as such areas may exist from time to time. Landlord hereby grants to Tenant the non-exclusive revocable use of the Common Areas (except the roof) by Tenant, Tenant's employees, agents, customers and invitees, which use shall be subject all times to such reasonable, uniform and non-discriminatory rules and regulations as may from time to time be established by Landlord.

9.02 Outside Storage and Parking Tenant shall not use any part of the Building exterior to the Premises for outside storage. No trash, crates, pallets or refuse shall be permitted anywhere outside the Building by Tenant except in enclosed metal containers to be located as directed by Landlord. Any citations received due to overflowing garbage, containers left open or any improper use of containers will be passed on to the responsible party, if known. If responsible party is unknown, costs will be included with the operating expenses. Except, as hereinabove set forth, Tenant shall not park or permit parking of vehicles overnight anywhere about the Building's parking areas without the prior consent of Landlord.

Security A keypad intercom system is available on a 24 hour per day basis. Each floor can be secured by locking off the elevator door. Tenant is responsible for the maintenance and costs of a security system for their space.

ARTICLE 10 - TENANT'S FIXTURES, ALTERATIONS, AND LIENS

10.01 Tenant's Fixtures Tenant at Tenant's sole expense, may install in or affix to the Premises necessary trade fixtures, personal property, equipment and furniture, provided that such items are installed and are removable without structural damage to the Building, and that such items do not exceed the weight bearing capacity of the Premises, or place any unusual demands on the utility services to the Premises. Prior to the installation of such trade fixtures Tenant will provide Landlord plans for their installation. Landlord may require that Tenant provide data regarding the weight and operating characteristics of such trade fixtures, and may deny approval for such trade

fixtures if Landlord acting reasonably, determines that such trade fixtures will exceed Building capacities.

10.02 Leasehold Improvements Except as noted in Paragraph 10.01 Tenant shall not make any alterations, improvements, or additions (“Leasehold Improvements”) to the Premises without the prior written consent and approval of plans therefor by Landlord that shall not be unreasonably withheld. Prior to Landlord’s final approval of any such Leasehold Improvements, Tenant must provide Landlord for review and approval, acceptable construction plans, the construction agreement between Tenant and a reputable contractor, satisfactory evidence including certificates of insurance that all contractors will be properly insured, and copies of necessary permits and governmental authorizations. Landlord may require that such insurance policies include Landlord as an additional insured. All work shall be required to be done promptly and in a workmanlike fashion. Alterations, improvements or additions made by either of the parties upon the Premises, except movable furniture, trade equipment and trade fixtures placed in the Premises at the expense of Tenant, shall become the property of Landlord and at the election of Landlord, shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation, injury or damage, or shall be removed at the sole cost and expense of Tenant. In the event damage to the Premises or the Building shall be caused by moving said furniture and equipment in or out of the Premises, said damage shall be promptly repaired at the cost of Tenant. In the event that Tenant should fail to remove Leasehold Improvements or Tenant’s trade fixtures as required by Landlord, Landlord shall have the option in addition to its other remedies under the Lease, to declare that such trade fixtures are the property of the Landlord and to thereafter dispose of such trade fixtures in a commercially reasonable manner and retain any proceeds of disposition as security for any liabilities or obligations Tenant may have to Landlord under the terms of this Lease.

10.03 Mechanics’ Liens Tenant shall not cause nor permit any mechanics’ liens or other liens to be placed upon the Premises or the Building and in case of the filing of any such lien or claim therefor, Tenant shall promptly discharge same; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien upon its prior posting of security with Landlord, which security, in Landlord’s sole reasonable judgment, must be adequate to pay and discharge any such lien in full plus Landlord’s reasonable estimate of its legal fees. Tenant agrees to pay all legal fees and other costs incurred by Landlord because of any mechanics’ or other liens attributable to Tenant being placed upon the Premises or the Building.

ARTICLE 11 - SERVICE AND MAINTENANCE BY LANDLORD AND RESERVATIONS

11.01 Specific Reservations The Premises shall not include the roof, exterior walls, foundation, and Common Areas of the Building as described in Article 9. In addition, Landlord reserves the right to place, install, maintain, carry through, repair and replace such utility lines, pipes, wires, appliances, tunneling and the like in, over, through and

upon the Premises as may be reasonably necessary or advisable for the servicing of the Premises or any other portions of the Building, so long as such activities do not unreasonably interfere with Tenant's use of the Premises and reasonable advance notice is given Tenant prior to their commencement.

11.02 Building Alterations By Landlord Notwithstanding any provision in this Lease to the contrary and provided the Permitted Uses of Tenant are not adversely affected, it is agreed that Landlord reserves the right, without invalidating this Lease or modifying any provision thereof, at any time, and from time to time: (i) to make alterations, changes and additions to the Building, (ii) to add additional areas to the Building and/or to exclude areas therefrom, (iii) to construct additional buildings and other improvements, (iv) to remove or relocate a part of the Building, and (v) to relocate any other tenant in the Building. It is further understood that the existing layout of the Building, and any appurtenant walks, roadways, parking areas, entrances, exits, and other improvements shall not be deemed to be a warranty, representation or agreement on the part of Landlord that same will remain exactly as presently built, it being understood and agreed that Landlord may change the number, dimensions and locations of such common area improvements, as Landlord shall deem proper so long as such changes shall not interfere with Tenant's use of the Premises.

11.03 Services Provided by Landlord Landlord agrees to provide the following general services in conjunction with this Lease:

- A. To maintain in the Building and the Premises conditions of reasonable temperature and comfort a system for heating and cooling, filtering and circulating the air is provided; Landlord shall have no responsibility for any inadequacy of performance of the said system if the occupancy of the Premises or the electrical power or other energy consumed on the Premises for all purposes exceeds reasonable amounts as determined by Landlord or Tenant installs partitions or other installations in locations which interfere with the proper operation of the system of interior climate control or if the window covering on exterior windows is not kept fully closed;
- B. To provide janitor and cleaning services one day per week to common areas of the Building consisting of reasonable services in accordance with the standards of similar office buildings;
- C. To keep available the following facilities for use by Tenant and its employees and invitees in common with other persons entitled thereto:
 - (i) elevator service to each floor upon which the Premises are located provided such service is installed in the Building and provided that Landlord may prescribe the hours during which and the procedures under which freight elevator service shall be available and may limit the number of elevators providing service outside normal business hours;

(ii) common entrances, lobbies, stairways and corridors giving access to the Building and the Premises, including such other areas from time to

time which may be provided by Landlord for common use and enjoyment within the Building;

(iii) the washrooms as Landlord may assign from time to time which are standard to the Building, provided that Landlord and Tenant acknowledge that where an entire floor is leased to Tenant or some other Tenant, Tenant or such other tenant, as the case may be, may exclude others from the washrooms thereon.

D. Landlord may (but shall not be obliged) on request of Tenant supply services or materials to the Premises and the Building which are not provided for under this Lease and which are used by Tenant (the “Additional Services”) including, without limitation:

- (i) window blinds or drapery cleaning
- (ii) carpet shampooing
- (iii) locksmithing
- (iv) removal of bulk garbage
- (v) picture hanging
- (vi) special security arrangements

The cost of such Additional Services supplied or furnished by Landlord to Tenant shall not be included in Common Area Costs but rather shall be billed separately by Landlord to Tenant. In the event Landlord shall elect not to supply or furnish Additional Services, only person with prior written approval by Landlord (which approval shall not be unreasonably withheld) shall be permitted by Landlord or Tenant to supply or furnish Additional Services to Tenant and the supplying and furnishing shall be subject to the reasonable rules fixed by Landlord with which Tenant undertakes to cause compliance and to comply.

11.04 Maintenance and Repair by Landlord Landlord shall maintain, and repair the following:

A. The Building (other than the Premises and premises of other tenants) including the entrance, lobbies, stairways, corridors and washrooms, landscaped areas, parking areas, the exterior portions (including windows, doors, foundations and roofs) of all buildings and structures from time to time forming part of the Building and affecting its general appearance; the systems for interior climate control; the systems provided for bringing utilities to the Common Areas and the Premises; the elevators and escalators (if any), and the other facilities from time to time provided for use in common by Tenant and other tenants of the Building and. Landlord reserves the right to stop the use of any of these facilities and the supply of the corresponding services when necessary by reason of accident or breakdown or during the making of repairs, alterations or improvements, in the reasonable judgment of Landlord necessary or desirable to be made, until the repairs,

alterations or improvements shall have been completed to the satisfaction of Landlord.

B. Defects in standard demising walls or in structural elements, exterior walls of the Building, suspended ceiling, electrical and mechanical installations standard to the Building being installed by Landlord in the Premises (if and to the extent that such defects are sufficient to impair Tenant's use of the Premises while using them in a manner consistent with this Lease) and "Insured Damage" (as herein defined). Landlord shall in no event be required to make repairs to Leasehold Improvements made by Tenant, or by Landlord on behalf of Tenant or another tenant or to make repairs to wear and tear within the Premises.

C. Landlord shall be under no obligation and shall not be liable for any failure to make repairs that are Landlord's responsibility herein until and unless Landlord is actually aware of the problem requiring repair, or Tenant notifies Landlord in writing of the necessity therefor, and in either event Landlord shall have a reasonable time thereafter to make such repairs. Landlord reserves the right to the exclusive use of thereof and exterior walls of the Building which Landlord is so obligated to maintain and repair. If any portion of the Premises which Landlord is obligated to maintain and repair is damaged by the negligence or willful actions or omissions of Tenant, employees or invitees, then repairs necessitated by such damage shall be paid for by Tenant.

ARTICLE 12 - LANDLORD'S RIGHTS

12.01 Rights Reserved Landlord reserves the following rights:

A. To change the name of the Building without notice or liability to

B. During the last ninety (90) days of the term or any extension thereof, or at any time if Tenant has vacated the Premises, after providing Tenant reasonable notice, to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy, so long as such activity does not unreasonably interfere with Tenant's use of the Premises;

C. To exhibit the Premises to others, and to display "For Lease" signs on the Building or the grounds of the Building during the last six months of the term or any extension thereof;

D. To remove abandoned or unlicensed vehicles and vehicles that are unreasonably interfering with the use of the parking lot by others and to charge the responsible tenant for the expense of removing said vehicles;

E. To take any and all measures, including making inspections, repairs, alterations, additions and improvements to the Premises or to the Building as may

be necessary or desirable in the operation thereof and the monitoring of the covenants and obligations of this Lease;

F. To close temporarily any of the Common Areas as reasonably necessary for maintenance purposes;

G. To designate any part of the Building outside the Premises to be part of the Common Areas;

H. To use Common Areas as reasonably necessary while engaged in making alterations, additions or repairs to the Premises or Project;

I. To retain a pass key to the Premises;

J. To lease the remainder of the Building to any party approved in Landlord's sole and exclusive discretion;

K. To participate in any petition for the inclusion of the Building and Premises in any local improvement districts providing for assessment of the Building and Premises for the benefits received. Tenant agrees to cooperate with Landlord in the foregoing and to execute any documents or instruments, which, in Landlord's opinion are necessary or desirable to effectuate the same;

L. To enter upon the Premises at any reasonable time for the purpose of exercising any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession without being liable in any manner to Tenant. Prior to any such entry except that required in an emergency, Landlord shall provide Tenant reasonable notice thereof.

ARTICLE 13 - LANDLORD'S INABILITY TO PERFORM

13.01 Landlord's Inability to Perform If by reason of inability to obtain suitable labor, materials or supplies; circumstances directly or indirectly the result of a state of war or national or local emergency; or by reason of any other cause beyond the reasonable control of Landlord, Landlord shall be unable to perform or shall be delayed in the performance of any covenant to supply any service, such nonperformance or delay in performance shall not render Landlord liable in any respect for damages to either person or property, constitute a total or partial eviction, constructive or otherwise, work an abatement of rent or relieve Tenant from the fulfillment of any covenant or agreement contained in this Lease.

ARTICLE 14 - INSURANCE/INDEMNIFICATION

14.01 Tenant's Insurance A. Tenant covenants and agrees to maintain at all times during the term of this Lease, or any renewal thereof, a policy or policies of comprehensive public liability insurance against claims for personal injury, death or property damage (an all occurrence basis) with respect to the business carried on by Tenant in or from the Premises and Tenant's use and occupancy of the Premises and any other part of the Property, with coverage of not less than \$1,000,000.00 in respect to the injury or death to a single person, and to the limit of not less than \$3,000,000.00 in respect to any one accident, and to the limit of \$500,000.00 in respect to any property damage, or any other amount which Landlord may reasonably require. Such insurance shall include Landlord as a named insured and shall protect Landlord with respect to claims by Tenant as if Landlord were separately insured.

B. Tenant covenants and agrees to maintain at all times during the Term of this Lease, or any renewal or extension thereof, property insurance covering Tenant's leasehold improvements, furniture, and fixtures in the Premises for not less than the full replacement cost or insurable value thereof which insurance shall include Landlord as a named insured. Such insurance shall cover:

- (i) loss or damage by fire; and
- (ii) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a tenant's machinery, equipment, furniture, fixtures, personal property and business located in a building similar in construction, general location, use, occupancy and design to the Building, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, and such other coverage as Lessee may deem appropriate or necessary.

Tenant agrees that such policy or policies of insurance shall contain a waiver of subrogation clause as to Landlord and Tenant waives, releases and discharges Landlord, its agents, for any claims or demands which Tenant may have or acquire arising out of damage to or destruction of the machinery, equipment, furniture, fixtures, personal property, and loss of use thereof occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Landlord, its agents, employees, contractors or otherwise, and Tenant agrees to look to Tenant's insurance coverage only in the event of such loss.

C. Tenant shall procure insurance against other perils and in such amount as Landlord may reasonably require upon not less than ninety (90) days written

notice, such requirement to be made on the basis that the required insurance is customary at the time for prudent tenants of properties similar to the Building.

14.02 Landlord's Approval All insurance required to be maintained by Tenant shall be on terms and with insurers satisfactory to Landlord. Each policy shall contain an undertaking by the insurer so that no material change adverse to Landlord or Tenant will be made, and the policy will not lapse or be canceled, except after not less than thirty (30) days' written notice to Landlord of the intended change, lapse or cancellation. Tenant shall furnish to Landlord, if and whenever requested by it, certificates or other evidences acceptable to Landlord as to the insurance from time to time effected by Tenant and its renewal or continuation in force, together with evidence as to the method of determination of full replacement cost of Tenant's Leasehold Improvements, trade fixtures, furniture and equipment, and if Landlord reasonably concludes that the full replacement cost has been underestimated, Tenant shall forthwith arrange for any consequent increase in coverage required under this Paragraph. If Tenant shall fail to take out, renew or keep in force such insurance, or if the evidences submitted to Landlord are unacceptable to Landlord (or no such evidences are submitted within a reasonable period after request therefor by Landlord), then Landlord may give to Tenant written notice requiring compliance with this Paragraph and specifying the respects in which Tenant is not then in compliance. If Tenant does not within forty-eight (48) hours provide appropriate evidence of compliance with this Paragraph, Landlord may (but shall not be obligated to) obtain some or all of the additional coverage or other insurance which Tenant shall have failed to obtain, without prejudice to any other rights of Landlord under this Lease or otherwise, and Tenant shall pay all premiums and other reasonable expenses incurred by Landlord to Landlord on demand.

14.03 Building Insurance Coverage Landlord shall, as a portion of the Operating Expenses defined in Paragraph 6.05, throughout the term of this Lease, or any extension thereof, maintain fire and extended coverage insurance on the Building and the property owned by Landlord located in and about the Premises in an amount equivalent to the full replacement value thereof (excluding foundation, grading and excavation costs) and with such deductibles as Landlord shall determine. Landlord shall not in any way or manner insure any property of Tenant or any property that may be in the Premises but not owned by Landlord. Landlord shall keep the Building insured for the benefit of Landlord against:

- (a) loss or damage by fire; and
- (b) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Building, including, but without limiting the generality of the foregoing, windstorms, hail, explosion, vandalism, malicious mischief, civil commotion, and such other coverage as may be deemed necessary by Landlord, providing such additional coverage is obtainable and providing such addition coverage is such as is customarily carried

with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Building.

Landlord shall also, as a portion of the Operating Expenses defined in Paragraph 6.05, maintain, for its benefit and the benefit of its managing agent, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Building, such insurance to afford protection to Landlord and its managing agent.

14.04 Landlord's Liability/Property Damage Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its agents, employees and servants shall not be liable, and Tenant waives all claims for damage to property and business sustained during the term of this Lease Agreement by Tenant occurring in or about the Building or the, Premises, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, the Building, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of Landlord, its agents, employees or servants, or tenant or occupant of the Building or any other person. This paragraph shall apply especially, but not exclusively, to damage caused as aforesaid or by flooding or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally, whether any such damage results from the act or omission of other tenants or occupants in the Building or any other persons, and whether such damage be caused by or result from any of the aforesaid, or shall be caused by or result from other circumstances of a similar or dissimilar nature.

14.05 Indemnification of Landlord-Third Party Claims A. Tenant shall indemnify and defend Landlord, its employees and agents and save them harmless from and against any and all loss (including loss of rents payable by Tenant or other tenants) and against all claims, actions, damages, liability and expense brought by any person(s), firm(s), or corporation(s) in connection with loss of life, bodily and personal injury or property damage (except damage to the Building) arising from any occurrence in, upon or at the Premises, the Building, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, licenses, concessionaires or invitees or by anyone permitted to be on the Premises by Tenant, or Tenant's negligent performance of or failure to perform any of its obligations under this Lease. In case Landlord, or its employees or agents shall, without fault on their part, be made a party to any litigation commenced by or against Tenant, then Tenant shall indemnify, defend and hold them harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them or such managing agent in connection with such litigation.

B. Anything herein to the contrary notwithstanding, in the event any damage to the Building results from any act or omission of Tenant, its agent, employees or invitees, and all or any portion of Landlord's loss which is "deductible" under Landlord's insurance policies, Tenant shall pay to the Landlord the amount of such deductible loss. All

property in the Building or on the Premises belonging to Tenant, its agents, employees, invitees or otherwise located at the Premises, shall be at the risk of Tenant only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof and Tenant agrees to defend and hold Landlord, its agents, employees and servants harmless and indemnify them against claims and liability for injuries to such property.

ARTICLE 15 - DAMAGE OR DESTRUCTION

15.01 Complete Destruction If the Premises or the Building is so damaged by fire or other casualty, cause or condition whatsoever as to be substantially untenable and Landlord shall determine not to restore same, Landlord may, by written notice to Tenant given within thirty (30) days after such damage, terminate this Lease as of the date of the damage. If this Lease is not terminated as above provided and if the Premises are wholly untenable as aforesaid, Landlord, at its expense, shall restore the same to the condition in which Landlord furnished the Premises to Tenant at the commencement of the term of this Lease. Landlord shall be under no obligation to restore any alterations, improvements or additions to the Premises made by Tenant.

15.02 Partial Destruction If, as a result of fire or other casualty, cause or condition whatsoever the Premises are made partially untenable Landlord shall be obligated to restore the same to the condition in which Landlord furnished the Premises at the commencement of this Lease.

15.03 Reconstruction Period If Landlord elects to restore under paragraph 15.01, or is mandated to do so under paragraph 15.02 and if Landlord fails within one hundred fifty (150) days after such damage occurs to eliminate substantial interference with Tenant's use of the Premises or substantially to restore same, Tenant may terminate this Lease as of the end of said one hundred fifty (150) days by notice to Landlord given not later than five (5) days after expiration of said one hundred fifty (150) day period. In all cases, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's reasonable control. In any event, Tenant shall be responsible for the removal, (or restoration, at Tenant's election), of all its damaged property and debris from the Premises upon request by Landlord, or must reimburse Landlord for the reasonable cost of removal.

15.04 Rent Abatement If the Premises are rendered totally untenable but this Lease is not terminated, all rent shall abate from the date of the fire or other relevant cause or condition until the Premises are ready for occupancy and reasonable accessible to Tenant. If a portion of the Premises is untenable, Rent shall be prorated on a per diem basis and apportioned in accordance with the portion of the Premises that is usable by Tenant until the damaged part is ready for Tenant's occupancy.

ARTICLE 16 - ASSIGNMENT AND SUBLETTING

16.01 Assignment and Subletting Generally A. Except as noted hereafter Tenant shall not assign or hypothecate this Lease nor sublet or otherwise transfer its interest in all or any part of the Premises without the prior written consent of Landlord which shall not be unreasonably withheld. If Tenant wishes to assign this Lease or sublet all or any part of the Premises it shall give notice in writing (by certified mail or by personal delivery) of such intention to Landlord, furnishing Landlord with a copy of the proposed assignment or sublease document and full information as to the identity and financial status of the proposed assignee or subtenant. Thereupon, Landlord shall have, within ten (10) days of receipt of such notice, the right to terminate this Lease or to approve or reject of such assignment or subletting by written notice to Tenant. If no such response is given, Landlord shall be deemed to have elected to approve the assignment or subletting. Notwithstanding any assignment or sublease, Tenant shall remain liable hereunder and shall not be released without the express written agreement of Landlord to such release;

B. If a subletting is so approved and the rents under such a sublease are greater than the rents provided for herein, then Landlord shall have the further option either: (1) to convert the sublease into a prime lease and receive all of the rents, in which case this Lease shall be deemed terminated as to the sublet space and Tenant will be relieved of further liability hereunder with regard thereto; or (2) to require Tenant to remain liable under this Lease, in which event Tenant shall be entitled to retain one-half of such excess rents. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

16.02 Mergers, Consolidations and Tenant Affiliates The foregoing notwithstanding, Tenant may, without Landlord's consent, assign this Lease to any corporation resulting from a merger or consolidation of Tenant upon the following conditions: (1) that the total assets and net worth of such assignee shall be equal to or more than that of Tenant immediately prior to such consolidation or merger; (2) that Tenant is not at such time in default hereunder; and (3) that such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and shall deliver the same to Landlord. If aforesaid conditions are satisfied, Tenant shall be discharged from any further liability hereunder.

16.03 Sale of Interest in Tenant The foregoing notwithstanding, the transfer of a majority of the issued and outstanding capital stock, or sale or transfer of substantially all of the assets of any corporate tenant or subtenant of this lease or a majority of the total interest in any partnership tenant or subtenant, however accomplished, and whether in a single transaction or a series or related or unrelated transactions, shall be deemed an assignment of this Lease or of such sublease.

ARTICLE 17- ASSIGNMENT BY LANDLORD

17.01 Assignment by Landlord The term “Landlord” as used in this Lease, so far as covenants or obligations on part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Premises, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over or credited to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant.

ARTICLE 18 - MORTGAGE AND TRANSFER

18.01 Right to Transfer Landlord shall have the right to transfer, mortgage, pledge or otherwise encumber, assign and convey, in whole or in part, the Premises, the Building, this Lease, and all or any part of the rights now or thereafter existing and all rents and amounts payable to Landlord under the provisions hereof. Nothing herein contained shall limit or restrict any such rights, and the rights of Tenant under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such rights, including, but not limited to, the lien of any mortgage, deed of trust, or security agreement now or hereafter placed upon Landlord’s interest in the Premises. This paragraph shall be self-operative. However, Tenant covenants and agrees to execute and deliver upon demand such further instruments subordinating this Lease to the lien of any such mortgage, deed of trust or security agreement as shall be requested by Landlord and/or proposed mortgagees or a holder of any security agreement, provided such mortgagee or holder of any security agreement shall agree not to interfere with Tenant’s use and possession of the Premises.

18.02 Estoppel Letter Tenant covenants and agrees promptly to execute and deliver to Landlord upon demand estoppel letters setting forth: (1) the date of this Lease and any amendments thereto, (2) the date through which rents have been paid hereunder, (3) the amount of any security deposit held by Landlord, (4) that Tenant is in occupancy of the Premises, (5) that the Lease is in full force and effect, (6) that Landlord is not in default under the Lease and that there are no defenses or offsets against the enforcement thereof, or setting forth such defaults, defenses or offsets claimed by Tenant, and (7) any other information which Landlord or its mortgagee or prospective mortgagee may reasonably require, which may include Tenant financial statements.

ARTICLE 19- EMINENT DOMAIN

19.01 Eminent Domain If the Premises or such substantial part thereof as reasonably renders the remainder unfit for the intended uses shall be taken by any competent authority under the power of the eminent domain or be acquired for any public or quasi-public uses of purpose, the Term of this Lease shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. If any condemnation proceeding shall be instituted in which it is sought to take any part of the Building or change the grade of any street or alley adjacent to the Building and such taking or change of grade makes it necessary or desirable to remodel the Building to conform to the changed grade, Landlord shall have the right to terminate this Lease after having given written notice of termination to Tenant not less than ninety (90) days prior to the date of termination designated in the notice. In either of said events, Rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by Landlord to Tenant for the right of termination and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude Tenant from seeking an award from the authority for loss of business, or depreciation to and cost of removal of equipment or fixtures or other cost or expenses incurred by Tenant due to the condemnation.

ARTICLE 20 - DEFAULT AND REMEDIES

20.01 Default Generally Tenant shall be deemed in default under the terms of this Lease if any of the following events occur:

- A. Tenant shall have failed to pay an installment of Base Rent or Additional Rent or any other amount payable hereunder when due, and such failure shall be continuing for a period of more than five (5) days after the written notice that such installment or amount was due;
- B. There shall be a default of or with any condition, covenant, agreement or other obligation on the part of Tenant to be kept, observed or performed hereunder (other than a condition, covenant, agreement or other obligation to pay Base Rent, Additional Rent or any other amount of money) and such default shall be continuing for a period of more than fifteen (15) days after written notice by Landlord to Tenant specifying the default and requiring that it be cured;
- C. If any policy of insurance upon the Building or any part thereof shall be canceled or threatened with cancellation by the insurer by reason of the use or occupation of the Premises by Tenant or any assignee, sub-tenant or licensee of Tenant or anyone permitted by Tenant to be upon the Premises, and Tenant after

receipt of written notice from Landlord shall have failed to take such immediate steps with respect to such use or occupation as shall enable Landlord to reinstate or avoid cancellation (as the case may be) of such policy of insurance;

D. The Premises shall be vacated or abandoned, or remain unoccupied for fifteen (15) consecutive days or more while capable of being occupied without the prior written consent of Landlord.

E. The balance of the Term of this Lease or any of the goods and chattels of Tenant located in the Premises, shall at any time be seized in execution or attachment,

or

F. Tenant shall make any assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any statute for bankrupt or insolvent debtors or, if a corporation, shall take any steps or suffer any order to be made for its winding up or termination of its corporate existence; or a trustee, receiver or receiver-manager or agent or other like person shall be appointed of any of the assets of Tenant.

20.02 Landlord's Remedies Landlord shall have the following rights and remedies all of which are cumulative and not alternative and not to the exclusion of any other or additional rights and remedies in law or equity available to Landlord by statute or otherwise:

A. to remedy or attempt to remedy any default of Tenant, and in doing so to make any payments due or alleged to be due by Tenant to third parties and to enter upon Premises to do any work or other things therein, and in such event all reasonable expenses of Landlord in remedying or attempting to remedy such default shall be payable by Tenant to Landlord on demand;

B. with respect to unpaid overdue Rent, to the payment by Tenant of the Rent shall result in the imposition of a service charge for such late payment in the amount of ten percent (10%) per month of the gross monthly rent from the date upon which the same was due until actual payment thereof

C. to terminate this Lease forthwith by leaving upon the Premises or by affixing to an entrance door to the Premises notice terminating Lease and to immediately thereafter cease to furnish services hereunder and enter into and upon the Premises or any part thereof in the name of the whole and the same to have again, re-possess and enjoy as of its former estate, anything in this Lease contained to the contrary notwithstanding. Upon such termination of this Lease and the Term, Tenant shall immediately deliver up possession of the Premises to Landlord, and Landlord may forthwith re-enter and take possession of them, pursuant to court order, and;

D. to enter the Premises as agent of Tenant and as such agent to re-let them and to receive the rent therefor and as the agent of Tenant to take possession of any furniture or other property thereon and upon giving ten (10) days' written notice to Tenant to store the same at the expense and risk of Tenant or to sell or otherwise dispose of the same at public or private sale without further notice and to apply the proceeds thereof and any rent derived from re-letting the Premises upon account of the Rent due and to become due under this Lease and Tenant shall be liable to Landlord for the deficiency if any.

20.03 Liquidated Damages Upon the giving by Landlord of a notice in writing terminating this Lease under this paragraph, this Lease and the Term shall terminate, Rent and any other charges for which Tenant is liable under this Lease shall be computed, apportioned and paid in full to the date of such termination immediately. In addition, a lump sum charge, as liquidated damages and not as a penalty, shall immediately become due and payable, equal to the aggregate of Base Rent and Additional Rent (as estimated by Landlord acting reasonably), for a period of one year, being the estimated time required for re-leasing the Premises or, if less than one year remains of the Term, the aggregate of Base Rent and Additional Rent (as estimated by Landlord acting reasonably) for the unexpired portion of the Term. Following the payment of this termination charge Tenant shall remain liable for lost Rent if more than one year is required to re-lease the property.

20.04 Other Costs In the event of any litigation or other proceedings between the parties arising out of or in connection with this Lease or the alleged breach or enforcement hereof, the party prevailing in such proceeding shall be entitled to recover its costs and expenses (including reasonable attorney's fees) from the nonprevailing party.

20.05 No Reinstatement No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit unless expressly agreed to in writing by Landlord.

20.06 Waiver No waiver by Landlord of any default or breach of any covenant by Tenant hereunder shall be inferred from any omission by Landlord to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. The consent or approval of Landlord to any act of Tenant shall not be deemed to waive or render unnecessary Landlord's consent or approval to any subsequent similar acts. No waiver by Landlord of any provision under this Lease shall be effective unless in writing and signed by Landlord. Landlord's acceptance of full or partial payment of Rent during the continuance of any breach of this Lease shall not constitute a waiver of any such breach of this Lease. Efforts by Landlord to mitigate damages caused by Tenant's breach of this Lease shall not be construed as a waiver of Landlord's right to recover damages under Article 13.

ARTICLE 21 - MISCELLANEOUS

21.01 No Option Submission of this instrument for examination does not constitute a reservation of or option for the Premises. The instrument does not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

21.02 Examination of Lease Submission of this Lease to Tenant does not constitute an offer to lease, and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant.

21.03 Brokers Tenant and Landlord hereby represent that it has dealt directly with and only with the broker or brokers set forth at Paragraph 1.01 P above, and that neither party knows of another broker who negotiated this Lease or is entitled to any commission in connection herewith. Tenant and Landlord hereby agree to indemnify, defend and hold harmless the other from and against any commissions or claims by any broker or brokers pertaining to Tenant's having entered into this Lease.

21.04 Allocation of Rent Landlord and Tenant agree that no portion of the Base Rent paid by Tenant during the portion of the term of this Lease occurring after the expiration of any period during which such rent was abated shall be allocated for income tax purposes by Landlord or Tenant to such rent abatement period, nor is such rent intended by the parties to be allocable to any abatement period.

21.05 Accord and Satisfaction No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction of full payment of Rent, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies.

21.06 Financial Statements Tenant shall have an obligation to furnish financial statements within ten (10) days after Landlord's request if tenant financials have been required or requested by a prospective lender or purchaser of the Property in connection with a proposed sale, financing, or other transfer by Landlord of the Building or the Project. Tenant shall deliver to Landlord the most current year-end financial statements of Tenant and any guarantor of this Lease. Tenant may require Landlord to provide written evidence of the third party lender/buyer's request, and Landlord shall keep and hold all of Tenant's financial statements and financial information in strictest confidence and shall not disclose same to any other party other than Landlord's accountants, attorneys, lenders or prospective purchasers, and then only upon the condition that said third parties to whom said information is disclosed first agree similarly to hold such information in strictest confidence.

21.07 Notice Except as otherwise herein provided, whenever by the terms of this Lease notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be deemed to have been properly served if hand-delivered or sent by

certified mail, return receipt requested, postage prepaid, at the address set forth at Paragraphs 1.01 A and 1.01 B above. The date of such hand-delivery or mailing shall be deemed the date of service.

21.08 Exhibits Reference is made to the Exhibits listed at Paragraph 1.01 Q above, which exhibits are attached hereto and incorporated herein by reference.

21.09 Survival Tenant agrees that its obligations pursuant to Paragraphs: 4.02, 8.03, 8.06, 10.02, 10.03, 14.05, 21.03, 21.10, and Article 20 shall survive the termination of this Lease.

21.10 Tenant's Authority If Tenant signs as a corporation or partnership, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

21.11 Persons Bound The agreements, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of each of the parties hereto, except that no assignment, encumbrance or subletting by Lease, unless permitted by the provisions of this Lease, shall vest any right in the assignee, encumbrance or subtenant of Tenant. If there be no more than one Tenant herein named, the provisions of the Lease shall be applicable to and binding upon such Tenant jointly and severally, as well as their heirs, legal representatives, successors and assigns.

21.12 Partial Invalidity If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be declared invalid, unenforceable or in violation of a party's legal rights, then such term, covenant, condition or provision shall be deemed to be null and void and unenforceable. However, all other provisions of this Lease, or the application of such term or provision to persons or circumstances other than those to which are held invalid, unenforceable or violative of legal rights, shall not be affected thereby, and each and every other term, condition, covenant the provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

21.13 Captions The headings and captions used throughout this Lease are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of any provisions in this Lease. The words "Landlord" and "Tenant" wherever used in this lease shall be construed to mean plural where necessary, and the necessary grammatical changes required to make the provisions hereof apply either to corporation, partnerships, or individuals, men and women, shall in all cases be assumed as though in each case fully expressed.

21.14 Applicable Law This Lease, its interpretation and enforcement shall be governed by the laws of the state in which the Premises are located.

21.15 Waiver of Jury Landlord and Tenant agrees that, to the extent permitted by law, which shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease.

21.16 Entire Agreement This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such tenants jointly and severally.

IN WITNESS WHEREOF, the parties have signed triplicate counterparts hereof as of the date and year hereinabove set forth.

TENANT:

LANDLORD:

By: _____

By: _____

ATTEST:

ATTEST:

By: _____

By: _____

EXHIBIT A
LEASED PREMISES

EXHIBIT B

LEGAL DESCRIPTION

Lots 20 and 21 in Block 65 in Canal Trustee's Subdivision of blocks lots in the West part of the Southwest quarter of section 9, Township 39 North, Range 14 East of the Third principal meridian, also known as part of the original town of Chicago in Cook County, Illinois.

EXHIBIT C
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, vestibules, stairways, freight elevator, corridors or halls or other parts of the Building not occupied by Tenant shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for the common use of the all of the Building tenants, in such manner as Landlord deems best for the benefit of the tenants generally. Tenant shall not invite people to visit the Building or the Premises 'in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants of the entrances, corridors, stairways and other public portions or facilities of the Building.

2. Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.

3. No hand trucks except those equipped with rubber tires and side guards shall be used in any space, or in public halls of the Building, either by Tenant, its employees, subcontractors, agents or invitees.

4. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into or kept in or about the Building or the Premises, except that bicycles may be kept in bicycle racks located at the Building, if Landlord, at its sole discretion chooses to provide such bicycle racks for the tenants' use.

5. Mats, trash or other objects shall not be placed in the public corridors.

6. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall not make or permit to be made any keys for any door to the Premises or the Building other than those provided by Landlord, and if more than two keys for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Tenant shall, upon the termination of this tenancy, restore to Landlord all keys furnished to Tenant, and in the event of the loss of any keys, so furnished, Tenant shall pay to Landlord the cost thereof.

7. Awnings, projections, curtains, blinds, shades, screens or other fixtures shall not be attached within the Premises or hung in the Premises without the prior written consent of Landlord. Such items must be of a quality, type, design and color, and attached in the manner approved by Landlord.

8. Tenant Shall not install antennae, or aerial wires inside or outside the Premises or the Building without the prior written consent of Landlord. The use thereof,

if permitted, shall be subject to control by Landlord to the end that others shall not be disturbed or annoyed.

9. If Tenant desires telegraphic, telephonic, burglar alarm or signal service, Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Landlord. The locations of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord. Tenant shall not construct, maintain, use or operate within the Premises or elsewhere within or on the outside of the Building, any electrical device or apparatus in connection with any sound system.

10. Unless Landlord gives prior written consent, Tenant shall not install or operate any machinery, refrigerating or heating device or air conditioning apparatus in or about the Premises or carry on any mechanical business therein. Tenant shall not install in the Premises any equipment that uses a substantial amount of electricity without the prior written consent of Landlord. Tenant shall ascertain from Landlord the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises and the needs of other tenants in the Building and shall not use more than the safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

11. Tenant shall not waste water by tying, wedging or otherwise fastening open any faucet. The toilet rooms, urinals, wash bowls and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish rags, or other substances shall be thrown therein. The cost of all damages resulting from any misuse of the fixtures shall be borne by Tenant if its servants, employees, agents, visitors or licensees, shall have caused the same.

12. Any person employed by Tenant to do janitor work within the Premises must obtain Landlord's consent and such person shall, when in the Building and outside of said Premises, comply with all instructions issued by Landlord.

13. No inflammable, combustible or explosive fluid, chemical or substance shall be brought or kept upon the Premises.

14. Landlord shall have the right, exercisable with reasonable advance notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.

15. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or odors or disturb or interfere with other occupants of the Building or neighboring Buildings whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way.

16. No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on any part of the outside or the inside of the Building except on the directories and the doors of offices, and then only in such place, number, size, color and style as is approved by Landlord. If any such sign, advertisement or notice is exhibited without Landlord's approval by Tenant, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord by said removal. Any such permitted use, including directories and nameplates, shall be at the sole expense and cost of Tenant.

17. Tenant shall not use the name of the Building for any purpose other than as the business address of Tenant and shall not use any pictures or likeness of the Building in any circulars, notices, advertisements or correspondence without Landlord's prior written consent.

18. Tenant shall be responsible for all persons for whom he authorizes entry into or exit out of the Building, and shall be liable to Landlord for all acts of such persons. Tenant shall not circumvent and shall not permit any licensee or invitee of Tenant to circumvent any security system of the Building. In case of invasion, mob, riot, public excitement or other commotion, in order to protect the safety of the Building, its tenants, and property in the Building, Landlord reserves the right to restrict access to the Building during the continuance of the same by closing the doors or otherwise. During such an event Landlord will take reasonable steps to allow Building tenants and their employees and invitees into the Building. Landlord reserves the right to exclude, or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building. In the event Landlord limits access to the Building during a special disturbance, or excludes or expels an individual under this paragraph, Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

19. Tenant and Tenant's employees, agents and patients shall park their cars only in those portions of the parking area located on the property described in Exhibit B as may be designated for that purpose from time to time by Landlord.

20. No vending machine or machines of any description shall be installed maintained or operated upon the Premises without the prior written consent of Landlord. The Premises shall not be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate the Premises or the Building.

21. The requirements of Tenant will be attended to only upon application at the office of Landlord. Employees or agents of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from Landlord.

22. The normal business hours of the Building will be 8:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. Saturdays.

23. Tenant shall comply with all rules and regulations established by Landlord regarding the disposition of all trash and waste materials including "Special Medical Wastes" described in any local, state, or federal statutes, in and about the Premises and will indemnify and hold harmless Landlord for any claim of damages brought by any party as a result of Tenant's failure to follow such regulations.

24. Tenant shall permit window cleaners to clean the windows of the Premises during normal business hours.

25. Violation of these rules and regulations, or any amendments thereto, shall be a default of Tenant under the terms of the Lease and shall be sufficient cause for termination of this Lease at the option of Landlord, in accordance with the terms of Paragraph 21 thereof.

26. Landlord may, upon request by any tenant, waive the compliance by such tenant of any of the foregoing rules and regulations, provided that (i) no waiver shall be effective unless signed by Landlord or Landlord's authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless expressly consented to be Landlord, and (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the foregoing rules and regulations unless such other tenant has received a similar waiver in writing from Landlord.

27. Deliveries are to be made via the freight elevator, other than messenger deliveries. Any large or heavy deliveries requiring hand-trucks, dollies, skids, etc. are to be brought through the freight elevator only.

28. Mechanical rooms are not to be used for Tenant storage of any kind.

EXHIBIT D
CONSTRUCTION RIDER

1. Landlord's Work. Landlord shall perform the work and make the installations on the Premises, substantially as set forth below ("Landlord's Work"). Other than as provided in this Construction Rider Landlord has no obligation to improve, alter or remodel the Original Premises or the Additional Premises. Unless otherwise provided herein, all such installations shall remain the property of Landlord.

A. Landlord shall enter into a contract with a licensed general contractor ("GC"), for completion of the work necessary to finish the Additional Premises as shown in the "Working Drawings" (hereinafter defined) to be agreed upon by Landlord and Tenant in accordance with Paragraph 1(B) below All materials and finishing shall be in accordance with the Building Standard as established by Landlord in accordance with the Working Drawings. Any changes or additions to the Working Drawings shall require written approval by Landlord, which approval shall not constitute approval of any municipality or other authority having jurisdiction. Working Drawings shall mean, collectively, the space plan dated _____ prepared by _____ (the "Architect"), and any final plans and specifications for the Additional Premises (the "Construction Drawings"), including but not limited to details of partitions, doors, electrical and telephone outlets, ceilings, finishes, sprinklers, heating, ventilating, sound attenuation, air conditioning, plumbing, and electrical systems. finishes, paint, millwork, cabinetry and floor and wall coverings in the Additional Premises.

B. Landlord has caused or shall cause to be prepared Working Drawings for the Additional Premises. Landlord and Tenant and their respective consultants shall review and discuss the Working Drawings, revise them as appropriate, and reach agreement on the final Working Drawings Landlord and Tenant, or their authorized representatives, shall sign two sets of the Working Drawings and one signed set shall be delivered to each party. The cost of the Working Drawings shall be paid for initially by Landlord but shall be included as a part of the "Tenant's Allowance" hereinafter specified.

C. Upon completion of the Working Drawings, Landlord shall immediately make application to the appropriate regulatory authorities for the required permits and approvals.

D. Upon receipt of a copy of the Working Drawings approved and signed by Landlord, and receipt of necessary permits, Landlord will cause GC to commence construction.

E. Provided that Tenant is not in default hereunder or under the Lease, Landlord shall contribute a maximum amount (the "Tenant Allowance") of \$ _____ (which is \$ _____ per square foot of Rentable Area of the Additional Premises and \$ _____ per square foot of Rentable Area of the Original Premises), as Landlord's share of the Cost of Landlord's Work. Tenant shall pay Landlord, as additional Rent

under the Lease, any excess of the Cost of Landlord's Work over the amount of the Tenant Allowance (the "Excess Costs"). For the purposes hereof the "Cost of Landlord's Work" shall include, but shall not be limited to, all construction costs (including labor and materials), and all architect's fees, space planner's fees, engineer's fees, fees for building permits and approvals, and Landlord's construction management fee of five percent (5%) of the cost of Landlord's Work. In the event that the cost of the Landlord's Work exceeds the amount of the Tenant's Allowance, Tenant shall pay to Landlord said excess amount within fifteen (15) days of Tenant's receipt of Landlord's statement of such Excess Costs - Tenant shall not be entitled to any refund or credit in the event that Landlord is able to cause the Landlord's Work to be completed in accordance with the Working Drawings at a cost less than the Tenant's Allowance.

F. Landlord, its agents, contractors, mechanics and workmen shall have the right to enter the Premises at any time to complete Landlord's Work. Such entry by Landlord, its agents, contractors mechanics or workmen for such purposes shall not constitute an actual or constructive eviction in whole or in part, nor shall it entitle Tenant to any abatement or diminution of Rent, nor shall it relieve Tenant from any of its obligations under the Lease, nor shall it impose any liability upon Landlord. Landlord's Work shall be completed in a good and workmanlike manner in accordance with applicable laws.

G. Landlord shall make a good faith effort to Substantially Complete (as defined below) Landlord's Work not later than _____. However if Landlord fails to give Tenant possession of the Additional Premises by _____ for any reason, including but not limited to a holdover by the current tenant of the Additional Premises. Landlord shall not be subject to any liability whatsoever for such failure, provided however, that under such circumstances, Tenant's obligation to pay Rent for the Additional Premises only, shall not commence until the Additional Premises Commencement Date. If such a delay is caused by a Tenant Delay, then Tenant's obligation to pay Rent for the Additional Premises shall commence on the date that the Additional Premises would have been Substantially Complete but for such Tenant Delay. No failure to give possession on _____ shall affect or impair the validity of the Lease, this Amendment, or the obligations of Tenant, except as set forth herein. Tenant agrees to accept the suspension or abatement of Rent for the Additional Premises noted above in full settlement of any and all claims that Tenant might otherwise have due to - such delay. Landlord's obligation to complete Landlord's Work shall not require Landlord to incur overtime costs and expenses, except to the extent the same are reimbursed by Tenant to Landlord.

2. Tenant's Work. Tenant, at its sole cost and expense, shall perform all work (other than Landlord's Work) in accordance with the terms of this Rider as required to put the Additional Premises in a condition to permit the conduct of Tenant's business therein and in accordance with the requirements of this Lease.

A. When Landlord's Work has proceeded to the point where the work described in the Working Drawings to be performed by Tenant and the installation of

Tenant's trade fixtures and equipment in the Additional Premises (collectively "Tenant's Work") can, in the opinion of Landlord, be commenced in accordance with good construction practice, Landlord shall notify Tenant to that effect. After such notice, Tenant shall have the right to occupy the Additional Premises for the purpose of performing Tenant's Work so far as its occupancy is not consistent with Landlord's Work or any work to be done in the Building by Landlord, subject to all the terms and condition of the Lease and the attached Amendment, except that the payment of Rent by Tenant for the Additional Premises shall not commence until the Additional Premises Commencement Date (as defined below). All work by 'tenant shall be performed in accordance with and be subject to the terms and conditions of Article 10 of the Lease.

B. Tenant acknowledges that entry onto the Additional Premises when the Landlord's Work is not Substantially Complete entails a risk of personal injury, death, or damage, destruction, loss or misappropriation of property. To the extent expressly prohibited by law, Tenant hereby assumes all such risks for entry onto the Additional Premises, and agrees to defend and hold harmless Landlord (its agents, contractors, employees and any lessor under any ground or underlying lease) against all costs and expenses, including reasonable attorneys' fees in connection therewith, arising out of any personal injury, death, or damage, destruction, loss or misappropriation of property related to entry onto the Additional Premises by Tenant or its agents, employees, contractors, invitees or subtenants prior to such time as the Landlord's Work is Substantially Complete, except to the extent such costs or expenses arise out of the negligence or willful misconduct of Landlord, its employees, agents or representatives (it being expressly understood that for purposes of this Lease, Landlords contractors, subcontractors and their employees shall not be considered employees, agents or representatives of Landlord).

C. Tenant shall be solely responsible to determine at the site all dimensions of the Additional Premises and the Building that affect any work to be performed by Tenant hereunder.

D. Neither review nor approval by Landlord of any plans or specifications for Tenant's Work or any other work to be performed by Tenant shall constitute a representation or warranty by Landlord that any of such plans or specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with applicable laws, ordinances, codes and regulations, it being expressly agreed by Tenant that Landlord assumes no responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability, or compliance.

E. Once approved by Landlord, Tenant shall not make any changes, modifications or additions to the plans and specifications submitted to Landlord for Tenant's Work or any other Leasehold Improvements without the prior written consent of Landlord.

3. Punch List Upon substantial completion of Landlord's Work, Landlord shall notify Tenant that the Additional Premises are ready for inspection. Tenant agrees to

inspect the Premises and to deliver to Landlord, within three (3) business days after such notification, a written "Punch List" of any of Landlord Work which does not conform with the Working Drawings or which are otherwise reasonably unsatisfactory to Tenant, including a specific reference to any conditions which would materially affect the appearance or functioning of the Additional Premises. Upon receipt of the Punch List, Landlord agrees to diligently pursue the correction of all Punch List items. The failure of Tenant to inspect the Additional Premises or to prepare a written Punch List within the aforesaid period of time, shall be deemed an acceptance of Landlord's Work and an acknowledgment that the Additional Premises are Substantially Complete by Tenant.

After Tenant has taken possession of the Additional Premises, Landlord, its agents, contractors, mechanics and workmen shall have the right to enter the Additional Premises at any time to complete Punch List items. Such entry by Landlord, its agents, contractors mechanics or Workmen for such purpose shall not constitute an actual or constructive eviction in whole or in part, nor shall it entitle Tenant to any abatement or diminution of Rent, nor shall it relieve Tenant from any of its obligations under the Lease, nor shall it impose any liability upon Landlord.

4. Additional Premises Commencement Date Notwithstanding anything to the contrary stated in the Lease or the attached Amendment, the obligations of Tenant to pay Rent to Landlord for the Additional Premises shall not begin or commence until the "Additional Premises Commencement Date", which for purposes of this Construction Rider and the attached Amendment shall be the earlier of dates noted below:

A. The date upon which the Additional Premises shall be "Substantially Complete", which shall be the date when: (i) Landlord's Work is substantially completed except for a requirement to complete minor corrective work or the fact that portions of the Building and Common Areas may not be completed; and (ii) Landlord has obtained all permits and governmental certificates (if any) necessary for Tenant to fully occupy the Additional Premises. In the event of any dispute as to whether the Additional Premises are Substantially Complete, the decision of the Architect shall be final and binding on Landlord and Tenant.

B. The date on which the Additional Premises would have been Substantially Complete but for Tenant Delays. For this purpose "Tenant Delays" shall include, but shall not be limited to, delays caused in whole Or in part by: (i) Tenant's failure to timely approve plans or specifications as required in this Construction Rider or (ii) due to special work, changes, alterations or additions required or made by Tenant in the layout or finish of the Additional Premises or any part thereof following the approval of the Construction Drawings; or (iii) Tenant's delay in approving plans or material (e.g. carpet or paint), or giving authorizations; or (iv) delay in the Completion of Tenant's Work; or (v) any other delay and/or default on the part of Tenant.

5. Miscellaneous This Construction Rider is expressly made a part of the Lease and is subject to each and every term and condition thereof, including, without limitation, the limitations on liability set forth therein.

EXHIBIT E
GUARANTEE OF LEASE

In consideration of entering into a Lease of Suite _____ at 728-730 West Randolph Street, Chicago, Illinois 60606 to _____, under Lease Agreement dated _____, each of the undersigned, jointly and severally, hereby guarantees to said Lessor, the prompt and unconditional payment of the obligations of the Lessee to the Lessor under such Lease Agreement and any amendments or modifications thereof. Said lease Agreement shall be conclusively presumed to have been executed in reliance on this guaranty. Guarantor consents that the said obligations or the liability of any guarantor may be renewed, extended, modified, prematured, compromised, assigned or released and any collateral securing said obligations may be exchanged, sold, surrendered, assigned or released by Lessor, as it may deem advisable, without affecting or releasing the liability of Guarantor hereunder. Lessor shall not be liable for failure to collect or demand payment of said obligations or for delay in doing so nor shall Lessor be obligated to take any action with regard to any security therefor. This guaranty is an absolute, unconditional, continuing guaranty of payment and not of collection. Lessor shall be under no obligation to take measures for the enforcement of such Lease Agreement against Lessee, prior to enforcing the obligations of the undersigned hereunder.

Guarantor waives notice of acceptance of this guaranty or of the renewal, extension, modification, prematuring, compromise, assignment or release of any said obligations. This guaranty shall inure to the benefit of the successors or assigns of Lessor and shall be enforceable by any holder or holders from time of time of the said obligations of the Lessee.

Guarantor agrees to guarantee all obligations of the Lessee to the Lessor of every kind and description, direct, or direct, primary or secondary, absolute or contingent or due or to become due, whether by acceleration or otherwise, and any and all renewals and extension or the foregoing, whether now or hereafter arising under said Lease Agreement, plus all reasonable attorney fees.

No agreement, unless in writing and signed by Lessor, shall be effective to change or modify or to discharge in whole or in part this guaranty, and no guaranties heretofore executed shall be superseded by this guaranty unless expressly terminated in writing pursuant to the terms hereof.

No guarantor shall be released or discharged, either in whole or in part, by Lessor's failure or delay to perfect or continue the perfection of any security interest in any property which secures the obligations of the Lessee to Lessor, or to protect the property covered by such security interest, or any impairment of collateral whatsoever.

Guarantor waives notice of any disposition of the collateral after default, and Guarantor shall remain liable notwithstanding any claim that the disposition was not commercially reasonable.

The Guarantor hereby waives any and all rights whatsoever to any contribution from the Lessee and/or subrogation from the Lessee concerning any obligations of the Lessee to the Lessor.

THIS GUARANTEE SHALL BE CONSIDERED TO BE AN ILLINOIS CONTRACT AND SHALL BE DEEMED TO HAVE BEEN MADE IN COOK COUNTY, ILLINOIS, REGARDLESS OF THE ORDER IN WHICH THE SIGNATURE OF THE PARTIES SHALL BE AFFIXED HERETO DETERMINED, IN ACCORDANCE WITH THE LAWS, AND IN THE COURTS, OF THE STATE OF ILLINOIS.

Witness _____ SS# _____
Signature of Guarantor (Seal) _____

Date _____, 20____ (Name)

Home Address _____

Date of Lease _____

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of this _____ day of _____, 20____, between 730 W. Randolph Building (“Landlord”) and _____, an Illinois corporation (“Tenant”).

WHEREAS, Landlord and Tenant entered into a written lease dated _____ (the “Lease”) for Suite _____ (the “Original Premises”), at 730 W. Randolph, Chicago, Illinois 60661 (the “Building”); and

WHEREAS, Landlord and Tenant now desire to amend the Lease to extend the Lease Term and expand the Original Premises, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, Landlord and Tenant hereby agree as follows:

1. Additional Premises. Landlord and Tenant have agreed that in addition to the Original Premises Tenant will lease approximately _____ rentable square feet on the _____ floor of the Building (the “Additional Premises”) as shown on Exhibit A attached hereto. Therefore, as of the Additional Premises Commencement Date as defined in Exhibit B attached hereto and with respect to periods thereafter, the term “Premises”, as used in the Lease, shall mean the Original Premises together with the Additional Premises unless the context requires otherwise.

2. Lease Term. The Lease Term shall be extended from the current expiration date of _____ until _____ (the “Extension Term”).

3. Base Rent.

A. During the Extension Term, Tenant shall pay as Base Rent for the Original Premises the following amounts:

Period	Annual Base Rent	Monthly Base Rent

B. Tenant shall pay as Base Rent for the Additional Premises for the balance of the Lease Term the following amounts:

Period	Annual Base Rent	Monthly Base Rent

The foregoing schedule is based upon the assumption that _____, 20____ is the Additional Premises Commencement Date. If the actual Additional Premises Commencement Date is after _____, 20____, no Annual Base Rent with respect to the Additional Premises shall be due until the Additional Premises Commencement Date, except as otherwise noted in Exhibit B the Construction Rider. If the actual Additional Premises Commencement Date is before _____, 20____, an appropriate adjustment shall be made for the period prior to _____, 20____, based upon the per square foot per year rental rate for the Additional Premises of \$_____.

4. Tenant Improvements. Landlord agrees to improve the Premises in accordance with Exhibit B attached hereto.

5. Basic Lease Provisions. Effective as of the Additional Premises Commencement Date, the following provisions in Article 1 of the Lease shall be modified to read as follows:

Paragraph 1.01

Item D. RENTABLE AREA OF THE PREMISES: _____ Square Feet

Item H. TENANT’S PROPORTIONATE SHARE: _____ percent (____%)

Item K. BASE YEAR: The Base Year for each component of Basic Costs shall be 1999.

6. Broker’s Commission Tenant represents that Tenant has not directly dealt with any broker except _____ in connection with this First Amendment and agrees to indemnify and hold Landlord and the managing agent and leasing agent harmless from all losses, damages, claims, liens, liabilities, costs and expense (including without limitation reasonable attorney’s fees) arising from any claims or demands of any other broker or brokers or finders for any commission or other compensation alleged to be due such broker or brokers or finders in connection with its participating in the negotiation with Tenant of this First Amendment or in exhibiting the Additional Premises.

7. Terms of Lease. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Lease.

8. Incorporation of the Lease. Except as otherwise amended hereby, the terms and covenants of the Lease remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD
730 W. Randolph Building

TENANT

By: Samuel N. Oliva

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____