



OFFICE LEASE (SHORT FORM)

by and between

**SP4 190 S. LASALLE, L.P.,
a Delaware limited partnership,
as Landlord**

and

_____,
a _____,
as Tenant,

**Premises:
190 South LaSalle Street,
Suite _____
Chicago, Illinois 60603**

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any other charges, expenses or costs payable by Tenant under this Lease. Landlord and Tenant agree that the abatement of rental and other payments contained in this Section is conditional and is made by Landlord in reliance upon Tenant's faithful and continued performance of the terms, conditions and covenants of this Lease and the payment of all monies due Landlord hereunder. In the event that Tenant defaults under the terms and conditions of the Lease beyond any applicable notice and cure period, the unamortized portion of all conditionally abated rental shall become fully liquidated and immediately due and payable (without limitation and in addition to any and all other rights and remedies available to Landlord provided herein or at law and in equity).

1.10 Tenant's Share: The fraction determined by dividing the number of rentable square feet within the Premises by the number of rentable square feet within the Building. The Building contains approximately 798,782 rentable square feet of space, which is the final agreement of the parties and not subject to adjustment. Additionally, Tenant shall have the Premises separately metered at Tenant's sole cost and expense and pay all applicable costs of electricity (either to Landlord or to the utility provider, as directed by Landlord).

1.11 Security Deposit: _____ Thousand _____ Hundred and No/100ths Dollars (\$_____).

1.12 Brokers: Landlord's Broker - CB Richard Ellis, Inc.
 Tenant's Broker -

1.13 Allowance: \$_____ (see the Work Letter which sets forth additional terms regarding the Allowance and applicable dates and terms regarding the delivery of the Premises).

1.14 Permitted Uses: General office uses related to _____ in keeping with the first class nature of the Building.

1.15 Initial Payment: Simultaneously with the delivery of this Lease to Landlord, Tenant shall deliver the following amounts to Landlord:

<u>Item</u>	<u>Amount</u>
Security Deposit	\$ _____
Base Rent for Month <input type="checkbox"/>	\$ _____
Operating Expenses for Month <input type="checkbox"/> (currently estimated to be \$____/rsf, subject to adjustment)	\$ _____
Total Due on Execution	<u>\$ _____</u>

The words identified in this Article 1 shall have the meanings ascribed to them in this Article 1 for all purposes of this Lease.

ARTICLE 2: DEMISE AND TERM. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises in its present "as is" condition for the Term and upon the terms, covenants and conditions set forth in this Lease. The term of this Lease shall commence on the Commencement Date and expire on the Expiration Date. Tenant's entry into or occupancy of the Premises prior to the Commencement Date for any purpose (including construction) shall be governed by the terms and conditions of this Lease.

ARTICLE 3: RENT; OPERATING EXPENSES; TAXES.

3.01 Payment of Rent. Tenant shall pay Base Rent, Operating Expenses, Taxes and other amounts accruing under this Lease (all amounts due hereunder being referred to collectively as "Rent"). Except as specifically provided in this Lease, Rent shall be paid without abatement, deduction or set off of any kind, it being the intention of the parties that, to the full extent permitted by law, Tenant's covenant to pay Rent shall be independent of all other covenants contained in this Lease, including Tenant's continued occupancy of the Premises. Base Rent, estimated Operating Expenses and estimated Taxes shall be payable monthly, in advance, on the first day of each calendar month during the Term. Rent shall be pro-rated for any partial month.

3.02 Operating Expenses. “Operating Expenses” shall mean and include all amounts, expenses and costs of whatever nature that Landlord incurs or pays because of or in connection with the operation, repair, management, replacement or maintenance of the Building, all related improvements thereto or thereon and all machinery, equipment, landscaping, fixtures and other facilities, including personal property, as may now or hereafter exist in or on the Building. Operating Expenses shall be reasonably determined by Landlord. If at any time the Building is not fully occupied or Landlord is not supplying services to all rentable areas of the Building during an entire calendar year, then Landlord may adjust actual Operating Expenses to Landlord’s estimate of that amount, which would have been paid or incurred by Landlord as Operating Expenses had the Building been fully occupied or serviced, and the Operating Expenses as so adjusted shall be deemed to be the actual Operating Expenses for such calendar year. The provisions of the preceding sentences will apply only to those Operating Expenses that either vary with occupancy or by reason of one or more tenants not receiving goods or services the cost of which constitutes all or part of such Operating Expenses. In addition to Operating Expenses, Tenant shall pay any and all separately metered utilities (either to the applicable provider or to Landlord, as directed in writing by Landlord) and/or above-standard services provided by Landlord.

3.03 Taxes. “Taxes” shall mean and include all federal, state and local government taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary, paid by Landlord in a calendar year with respect to the Building; provided, real estate taxes and special assessments (except as provided below) shall be included in Taxes for a calendar year only to the extent such taxes and assessments are paid during such calendar year, regardless of when assessed. Tenant shall be liable for any taxes on its paid parking spaces, if any. In addition to all Taxes for which Tenant must reimburse Landlord as part of Operating Expenses, Tenant shall pay (either to the taxing authority directly or as a reimbursement to Landlord) when due, all taxes and impositions upon, measured by or reasonably attributable to (i) the cost or value of furniture, fixtures, equipment, or other personal property or improvements located within the Premises, (ii) the value of leasehold improvement to the Premises, (iii) the use or occupancy of the Premises, (iv) the operation of Tenant’s business, or (v) Tenant’s income, revenues, or employees.

3.04 Adjustment Year; Expense Adjustment; Tax Adjustment. “Adjustment Year” shall mean each calendar year or part thereof during the Term. In addition to Base Rent, Tenant shall pay with respect to each Adjustment Year (i) an amount equal to Tenant’s Share of Operating Expenses for the Adjustment Year as reasonably estimated by Landlord (“Expense Adjustment”) and (ii) an amount equal to Tenant’s Share of Taxes for the Adjustment Year as reasonably estimated by Landlord (“Tax Adjustment”). As to any Adjustment Year during the Term which does not begin on January 1st or does not end on December 31st, Expense Adjustment and Tax Adjustment (hereinafter collectively, “Adjustments”) with respect to such Adjustment Year shall be prorated on a per diem basis. Adjustments with respect to each Adjustment Year shall be paid in monthly installments in advance on the first day of each calendar month during such Adjustment Year. If Landlord does not deliver a notice of the amount of such estimated Adjustments as most recently communicated by Landlord to Tenant prior to the commencement of any Adjustment Year, Tenant shall continue to pay estimated Adjustments. If, during any Adjustment Year, Landlord reasonably determines that Taxes or Operating Expenses for such Adjustment Year have increased or will increase, Landlord may deliver to Tenant an updated estimate of Adjustments for such Adjustment Year. In addition, Tenant shall pay to Landlord within thirty (30) days after receipt of any such estimate of Adjustments, the amount, if any, by which the aggregate installments of the Adjustments provided in such estimate of Adjustments exceeds the aggregate installments of the Adjustments paid by Tenant with respect to such prior months. Within one hundred twenty (120) days after the end of each Adjustment Year, or as soon thereafter as practicable, Landlord shall send to Tenant a statement (the “Final Adjustment Statement”) showing (i) the calculation of the Adjustments for such Adjustment Year, (ii) the aggregate amount of the Adjustments previously paid by Tenant for such Adjustment Year, and (iii) the amount, if any, by which the aggregate amount of the installments of Adjustments paid by Tenant with respect to such Adjustment Year exceeds or is less than the actual Adjustments for such Adjustment Year. Tenant shall pay the amount of any deficiency to Landlord within twenty (20) days after the date of such statement. Any excess shall be credited against payments past or next due under this Lease.

ARTICLE 4: SECURITY DEPOSIT. In the event of any default by Tenant hereunder, Landlord shall have the right, but shall not be obligated, to apply or retain all or any portion of the Security Deposit in payment of Tenant’s obligations hereunder, but any such application or retention shall not have the effect of curing any such default. Landlord shall not be obligated to hold the Security Deposit as a separate fund, but may commingle the same with its other funds. Upon expiration of the Term hereof, the Security Deposit (or the balance thereof remaining after payment out of the same or deductions therefrom as provided above) shall be returned to Tenant no later than thirty (30) days following such

expiration. No interest shall be payable with respect to the Security Deposit. Landlord or any owner of the Building may transfer or assign the Security Deposit to any new owner of the Building or to any assignee or transferee of this Lease or may credit the Security Deposit against the purchase price of the Building and upon such transfer or credit all liability of the transferor or assignor of such security shall cease and come to an end, so long as the transferee assumes the obligation. No Mortgagee (as hereinafter defined) or person or entity who acquires legal or beneficial title to the Building from such Mortgagee shall be liable for the return of the Security Deposit unless such funds are actually received by such Mortgagee or purchaser.

ARTICLE 5: USE; RULES AND REGULATIONS. Tenant shall use and occupy the Premises solely for the Permitted Uses and for no other use or purpose. Tenant shall not commit, or suffer to be committed, any annoyance, waste, nuisance, act or thing against public policy, or which may disturb the quiet enjoyment of Landlord or any other tenant or occupant of the Building. Tenant and or its agents, employees or contractors shall not deface or damage the Building in any manner. Tenant shall comply, and shall cause its employees, agents, clients, customers, guests and invitees to comply, with the rules and regulations attached hereto as **Exhibit D**, and such revised or additional rules and regulations adopted by Landlord during the Term and applied generally to all office tenants of the Building. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce said rules and regulations or the terms, covenants and conditions of any other lease against any other tenant or any other persons, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, guests, invitees, licensees, customers, clients, family members, or by any other person. Tenant shall, at its own expense, keep the Premises clean and safe and in as good repair and condition.

ARTICLE 6: SERVICES PROVIDED. Landlord shall maintain the common areas, landscaped areas, parking areas, and structural components of the Building in good condition and repair and substantially consistent with similar class-A office buildings in the applicable submarket. Landlord shall furnish Building-standard services, including, without limitation, HVAC service (weekdays 8:00 a.m. to 6:00 p.m., and Saturdays 8:00 a.m. to 1:00 p.m.), janitorial service, hot and cold water and applicable utilities substantially consistent with the services provided by similar class-A office buildings in the same sub-market as the Building and substantially consistent with prior operating history of the Building. Any above-standard services or services requested to be provided outside of Building-standard hours may incur an extra cost to Tenant. Landlord shall have exclusive control over all common areas of the Building, including the parking areas, and may take whatever actions it deems to be commercially reasonable in exercising such control.

ARTICLE 7: ALTERATIONS. Tenant shall not, without Landlord's prior written consent, permit any alteration, improvement, addition or installation in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Hanging art customarily associated with standard offices shall not require Landlord's consent. All contractors and subcontractors must meet with Landlord's insurance requirements, as may be revised from time to time, and meet with the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant agrees not to allow any lien of any mechanic or materialman to be placed or filed against the Premises or the Building. In case any such lien shall be filed, Tenant shall immediately satisfy and release such lien of record, or, at Tenant's sole cost and expense, provide a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Landlord against any liability for mechanic's liens and to insure completion of the work. Landlord shall provide Building standard suite signage and elevator directional signage at its sole cost upon initial occupancy. Subsequent changes shall be at the sole expense of Tenant and subject to Landlord's review and approval, not to be unreasonably withheld. Tenant shall pay to Landlord Landlord's standard construction management fee of five percent (5%) of the hard and soft costs of all work, except for improvements that do not require Landlord's consent.

ARTICLE 8: SURRENDER OF THE PREMISES. At the termination of this Lease, by lapse of time or otherwise, Tenant shall surrender possession of the Premises to Landlord and deliver all keys to the Premises and all locks therein to Landlord and make known to Landlord the combination of all combination locks in the Premises, and shall return the Premises and all equipment and fixtures of Landlord therein to Landlord in broom clean condition and in as good condition as when Tenant originally took possession, ordinary wear and tear excepted, and all of Tenant's furniture, wiring and personal property removed, failing which Landlord may restore the Premises and such equipment and fixtures to such condition and Tenant shall pay the cost thereof to Landlord on demand. Any property remaining in the Premises

following the Expiration Date or sooner termination of this Lease shall be deemed to be the property of Landlord and Landlord may dispose of the same (this Lease being a bill of sale therefor).

ARTICLE 9: DAMAGE OR DESTRUCTION. If the Premises or the Building shall be so damaged or destroyed by fire or other casualty so as to render them untenable for a period of in excess of sixty (60) days, then Landlord, at its sole option, shall have the right to cancel and terminate this Lease. If not terminated, then Landlord shall repair and restore the Premises with all reasonable speed to substantially the same condition as immediately prior to such damage or destruction, and the Rent or a just and proportionate part thereof, according to Tenant's ability to utilize the Premises in its damaged condition, shall be abated until the Premises shall have been repaired and restored by Landlord. But if the Premises shall be so lightly damaged by fire or other casualty as not to be rendered untenable, then Landlord agrees to repair the Premises with reasonable promptness and the rent accrued and accruing, shall not cease. "Untenantable" Premises shall be such as to not allow Tenant to transact and effectuate its operations in the ordinary course of business.

ARTICLE 10: EMINENT DOMAIN. In the event that the whole or a substantial part of the Premises shall be condemned or taken in any manner for any public or quasi-public use (or sold under threat of such taking), and as a result thereof, the remainder of the Premises cannot be used for the same purpose as prior to such taking, the Lease shall terminate as of the date possession is taken. If less than a substantial part of the Premises shall be so condemned or taken (or sold under threat thereof) and after such taking the Premises can be used for the same purposes as prior thereto, the Lease shall cease only as to the part so taken as of the date possession shall be taken by such authority, and Tenant shall pay full Rent up to that date (with appropriate refund by Landlord of such Rent attributable to the part so taken as may have been paid in advance for any period subsequent to the date possession is taken) and thereafter Base Rent and Adjustments shall be equitably adjusted to reflect the reduction in the Premises by reason of such taking, Landlord shall, at its expense, make all necessary repairs or alterations to the Building so as to constitute the remaining Premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs or alterations if the cost thereof exceeds the award resulting from such taking. Landlord shall be entitled to receive the entire award, including the damages for the property taken and damages to the remainder, with respect to any condemnation proceedings affecting the Building; however, Tenant may make a separate claim against the condemnor for any damage to its business or for relocation costs.

ARTICLE 11: INSURANCE; WAIVER OF SUBROGATION.

11.01 Tenant's Liability Insurance. Tenant shall procure and maintain at its own cost an occurrence form commercial general liability policy with such limits as may be reasonably requested by Landlord from time to time (which as of the date hereof shall be not less than \$2,000,000 under a combined single limit of coverage, \$3,000,000 aggregate and \$5,000,000 umbrella) insuring Landlord, Landlord's Related Parties and Tenant from claims, demands or actions for injury to or death of any person or persons and for damage to property made by, or on behalf of, any person or persons, firm or corporation, arising from, related to or connected with the Premises. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this lease.

11.02 Tenant's Property Insurance. Tenant shall carry insurance of the type typically referred to as "all risks" insurance that is at least as broad in scope as the ISO Causes of Loss – Special Form (CP 10 30) covering the full replacement cost of alterations, betterments and tenant improvements in the Premises and its interest in all its personal property and trade fixtures located on or within the Building, including, without limitation, its office furniture, equipment and supplies. Tenant shall also carry business interruption insurance in an amount reasonably acceptable to Landlord.

11.03 Workers' Compensation Insurance. Tenant shall carry a policy of Workers' Compensation insurance that satisfies all legal requirements of the State in which the Premises is located, but in event has a limit of less than \$500,000.

11.04 Increase in Coverage. Landlord may, by notice to Tenant, require an increase in coverage if, in the reasonable opinion of Landlord, the insurance specified in this Article 11 is no longer considered adequate to maintain a reasonable level of insurance protection. Additionally, Landlord may require that Tenant carry other forms of insurance; provided that the same are commercially reasonable and in keeping with the insurance requirements of owners of similar properties in the applicable submarket in which the Premises is located.

11.05 Waiver of Subrogation. Notwithstanding any other provision of this Lease to the contrary, Landlord and Tenant each hereby waive all rights of action against the other for loss or damage to the Premises, or the Building and property of Landlord and Tenant in the Building, which loss or damage is insured or is required pursuant to this Lease to be insured by valid and collectible insurance policies to the extent of the proceeds collected or collectible under such insurance policies, subject to the condition that this waiver shall be effective only when the waiver is permitted by such insurance policies or when, by the use of good faith effort, such waiver could have been permitted in the applicable insurance policies.

11.06 General Requirements. All insurance policies shall be in forms reasonably satisfactory to Landlord. The policies required to be maintained by Tenant shall be with companies rated A- X or better in the most current issue of A.M. Best's Insurance Ratings Guide. Insurers shall be licensed to do business in the state in which the Premises are located and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed \$1,000. Certificates of insurance (certified copies of the policies may be required) shall be delivered to Landlord prior to Tenant entering the Premises and thereafter within five (5) business days following delivery of a request therefor. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease.

11.07 Cancellation or Modification. Insurance policies shall provide at least thirty (30) days' prior written notice of cancellation (unless such cancellation is due to non-payment of premiums, in which event ten (10) days' prior written notice shall be required) or material modification. If Tenant receives notice of cancellation or material modification, Tenant shall notify the Landlord and Landlord's Management Agent in writing within five (5) business days of receiving such notice.

11.08 Miscellaneous. If Tenant fails to maintain and secure the insurance coverage required under this Article then Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to procure and maintain such insurance, the cost of which shall be due and payable to Landlord by Tenant within ten (10) business days after written demand. Tenant shall not conduct or permit to be conducted by its employees, agents, guests or invitees any activity, or place any equipment in or about the Premises or the Building that will in any way increase the cost of fire insurance or other insurance on the Building. If any increase in the cost of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau, if any, to be due to any activity or equipment of Tenant in or about the Premises or the Building, such statement shall be conclusive evidence that the increase in such cost is due to such activity or equipment and, as a result thereof, Tenant shall be liable for the amount of such increase. Tenant shall reimburse Landlord for such amount upon written demand from Landlord and any such sum shall be considered additional Rent payable hereunder. Tenant, at its sole expense, shall comply with any and all requirements of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Premises and the Building.

ARTICLE 12: TRANSFER OF LANDLORD'S INTEREST. As used in this Lease, the term "Landlord" means only the current owner of the fee title to the Building or the leasehold estate under a ground lease of the Building at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest in the Building is relieved of all liabilities for the obligations of Landlord under this Lease to be performed on or after the date of transfer. Tenant agrees to look solely to the transferee with respect to all matters in connection with this Lease.

ARTICLE 13: TRANSFER OF TENANT'S INTEREST. Tenant shall not sell, assign, encumber, mortgage or transfer this Lease or any interest therein, sublet or permit the occupancy or use by others of the Premises or any part thereof, or allow any transfer hereof of any lien upon Tenant's interest by operation of law or otherwise (collectively, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without limitation to the generality of the reasons for which Landlord may withhold its consent, Landlord may withhold its consent if proposed sublessee or assignee is a person or entity with whom Landlord is then negotiating to lease space in the Building. Tenant shall pay to Landlord a flat fee of \$1,500.00 for any request to Transfer. Tenant shall provide written notice of the proposed assignee, sublettee or transferee, as applicable, which notice shall provide

Landlord with (i) the name and address of the proposed subtenant, assignee, pledgee, mortgagee or transferee, (ii) a reasonably detailed description of such person or entity's business, (iii) detailed financial references for such person or entity, (iv) a true and complete copy of the proposed sublease, assignment, pledge, mortgage or other conveyance and all related documentation, and (v) such other information as Landlord may reasonably require. Fifty percent (50%) of all excess Rent (or additional consideration) shall be and become the property of Landlord and shall be paid to Landlord as it is received by Tenant, less Tenant's reasonable brokerage (excluding commissions paid to brokers who are Tenant's affiliates), legal and other expenses ("Tenant's Costs") incurred in connection with such assignment or, in the case of a sublease, less the monthly pro rata share of such Tenant's Costs as determined by dividing such Tenant's Costs by the number of months in the term of such sublease. If Tenant shall sublet the Premises or any part thereof, Tenant shall be responsible for all actions and neglect of the subtenant and its officers, partners, employees, agents, guests and invitees as if such subtenant and such persons were employees of Tenant. Nothing in this Section shall be construed to relieve Tenant from the obligation to obtain Landlord's prior written consent to any proposed sublease. Tenant shall remain liable under this Lease (as may be amended) regardless of whether any Transfer was approved by Landlord or whether Landlord's approval was required. Landlord shall have the right, to be exercised by giving written notice to Tenant within ten (10) business days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, cancel and terminate this Lease. If Landlord shall elect to give the aforesaid recapture notice with respect thereto, then the Term shall expire and end on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term. In the event of a Transfer, all of Tenant's rights and options regarding expansion, refusal, offer, renewal, and/or extension shall be deemed waived and of no further force or effect.

ARTICLE 14: RELEASE, WAIVER AND INDEMNIFICATION.

14.01 Release. To the extent not expressly prohibited by law or due to the negligence of Landlord or its agents, employees or contractors, Tenant releases Landlord, its beneficiaries, mortgagees, stockholders, agents (including, without limitation, management agents), partners, officers, servants and employees, and their respective agents, partners, officers, servants and employees ("Related Parties"), from and waives all claims for damages to person or property sustained by Tenant or by any occupant of the Premises or the Building, or by any other person, resulting directly or indirectly from fire or other casualty, any existing or future condition, defect, matter or thing in the Premises, the Building or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about the Building, or from any act of neglect of any tenant or other occupant of the Building or of any other person, other than Landlord or its agents.

14.02 Tenant's Indemnification. To the extent not expressly prohibited by law or due to the negligence of Landlord or its agents, employees or contractors, Tenant agrees to hold harmless and indemnify Landlord and Landlord's Related Parties from and against claims, damages and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft or misappropriation or loss of property, relating directly or indirectly to (i) the use or occupancy of the Premises by Tenant or its agents, employees or contractors, or otherwise occurring on or about the Premises, (ii) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or (iii) any negligence or willful misconduct of, or violation of any law by, Tenant, its agents, employees, or contractors. In the event any action or proceeding is brought against Landlord or Landlord's Related Parties by reason of any such claims, then, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

14.03 Landlord's Indemnification. Subject to applicable waivers of subrogation, releases, and limitations on liability, Landlord shall defend and hold Tenant and its officers, directors, partners and employees harmless from and against all liabilities, losses, demands, actions, expenses or claims, including reasonable attorneys' fees and court costs but excluding consequential damages, for injury to or death of any person or for damage to any property to the extent such are determined to be caused by the negligence or willful misconduct of Landlord, its agents, employees, or contractors in or about the Premises or Building. None of the events or conditions set forth in this paragraph shall be deemed a constructive or actual eviction or entitle Tenant to any abatement or reduction of Rent.

14.04 Limitation on Landlord's Liability. Tenant agrees that in the event Tenant shall have any claim against Landlord or Landlord's Related Parties under this Lease arising out of the subject matter of this Lease, Tenant's

sole recourse shall be against Landlord's interest in the Building, for the satisfaction of any claim, judgment or decree requiring the payment of money by Landlord or Landlord's Related Parties as a result of a breach hereof or otherwise in connection with this Lease, and no other property or assets of Landlord, Landlord's Related Parties or their successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree. Under no circumstances shall Landlord be liable for, and Tenant hereby waives, consequential, punitive, special, or exemplary damages, or any damages similar thereto.

ARTICLE 15: SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATE.

15.01 Subordination. Tenant shall, upon the written request of Landlord, agree to the subordination of this Lease and the lien hereof to the lien of any present or future mortgage upon the Premises irrespective of the time of execution or the time of recording of any such mortgage. In the event of subordination of this Lease, Landlord will attempt to obtain from the holder of any such mortgage, a written agreement with Tenant to the effect that (A) in the event of a foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder; and (B) such holder will agree that in the event it or any successor assign shall be in possession of the Premises, that so long as Tenant shall observe and perform all of the obligations of Tenant to be performed pursuant to this Lease, such mortgagee will perform all future obligations of Landlord required to be performed under this Lease. The word "Mortgage" as used herein includes mortgages, deeds of trust and any sale leaseback transactions, or other similar instruments, and modifications, extensions, renewals, and replacements thereof, and any and all advances thereunder. Tenant shall execute any applicable subordination agreement attached to this Lease.

15.02 Mortgagee's Notice and Cure Rights. Tenant agrees to give any lien holder of which Tenant has prior written notice a copy of any notice or claim of default served upon Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within thirty (30) days after such notice to Landlord (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default), then the mortgagee shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such mortgagee has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default) before Tenant may exercise any right or remedy which it may have on account of any such default of Landlord.

15.03 Estoppel Certificate. Tenant agrees that from time to time, upon not less than ten (10) business days' prior written request by Landlord, Tenant will promptly complete, execute and deliver to Landlord or any party or parties designated by Landlord a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified and identifying the modifications); (ii) the dates to which the Rent and other charges have been paid; (iii) that the Premises have been unconditionally accepted by Tenant (or if not, stating with particularity the reasons why the Premises have, not been unconditionally accepted); (iv) the amount of any Security Deposit held hereunder; (v) that, so far as the party making the certificate knows, Landlord is not in default under any provisions of this Lease, if such is the case, and if not, identifying all defaults with particularity; and (vi) any other matter reasonably requested by Landlord. Any purchaser or Mortgagee of any interest in the Building shall be entitled to rely on said statement. The initial form of estoppel certificate is attached hereto as **Exhibit E**.

15.04 Quiet Enjoyment. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, and any mortgage and/or deed of trust to which this Lease is subordinate.

ARTICLE 16: LANDLORD'S RIGHT OF ACCESS. Landlord and its contractors and representatives shall have the right to enter the Premises at all reasonable times to perform janitorial and cleaning services and, after verbal notice

(except in the case of emergencies), to inspect the same, to make repairs, alterations and improvements, to maintain the Premises and the Building, specifically including, but without limiting the generality of the foregoing, to make repairs, additions or alterations within the Premises to mechanical, electrical and other facilities serving other premises in the Building, to post such reasonable notices as Landlord may desire to protect its rights, to exhibit the Premises to mortgagees and purchasers, and, during the one hundred eighty (180) days prior to the expiration of the Term, to exhibit the Premises to prospective tenants. In the event the Premises is vacant, Landlord may place upon the doors or in the windows of the Premises any usual or ordinary "To Let," "To Lease," or "For Rent" signs. Tenant shall permit Landlord to erect, use, maintain and repair pipes, cables, conduit, plumbing, vents and wires, in, to and through the Premises to the extent Landlord may now or hereafter deem necessary or appropriate for the proper operation, maintenance and repair of the Building and any portion of the Premises. In exercising its rights under this Article 16, Landlord will use reasonable efforts to minimize any interference with Tenant's use or occupancy of the Premises, provided that Landlord will not be obligated to provide overtime labor or perform work after regular Building hours.

ARTICLE 17: HOLDING OVER. If Tenant retains possession of the Premises or any part thereof after the termination of the Term or any extension thereof, by lapse of time or otherwise, Tenant, unless Landlord otherwise elects, shall become a tenant at sufferance and shall pay Landlord monthly Rent at one hundred fifty percent (150%) of the rate of Base Rent and Adjustments in effect for the month immediately preceding said holding over, computed on a per month basis, for each month or part thereof (without reduction for any such partial month) that Tenant thus remains in possession. The provisions of this Article 17 do not exclude Landlord's right of reentry or any other right hereunder.

ARTICLE 18: HAZARDOUS MATERIALS. The term "Hazardous Substances", as used in this lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law", which term shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (A) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (B) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; (C) Tenant will not permit any Hazardous Substances to be brought onto the Premises, Building, or surrounding land, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the Lease Term, the Premises is found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify, defend and hold harmless Landlord, its lenders, any managing agents and leasing agents of the Premises, and their respective agents, partners, officers, directors and employees, from all claims, demands, actions, liabilities, costs, expenses, damages (actual or punitive) and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

ARTICLE 19: RELOCATION. Landlord may, at any time, relocate Tenant to another area of the Building (herein referred to as "new premises") providing the new premises shall be similar to the Premises in rentable square footage and use for Tenant's purposes. If Tenant is already occupying the Premises at the time Landlord exercises the rights granted by this Article, Landlord agrees to pay all reasonable moving expenses of Tenant incident to such substitution and for improving the new premises so that they are substantially similar to the Premises. Landlord shall give Tenant at least thirty (30) days' notice before making such change. Tenant shall cooperate with Landlord in all reasonable ways to

facilitate the move. If Tenant fails to so cooperate, Landlord shall be relieved of all responsibility for damage or injury to Tenant or its property during such move, except as caused by Landlord's actual negligence.

ARTICLE 20: DEFAULT. The occurrence of any one or more of the following matters constitutes a default ("Default") by Tenant under this Lease:

(a) Failure by Tenant to pay, within five (5) days after the due date, any Rent or any other amounts due and payable by Tenant under this Lease; provided, however, Tenant shall be entitled to written notice and a five (5) day cure period on two (2) occasions during any twelve (12) month period;

(b) Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for fifteen (15) days after written notice thereof to Tenant by Landlord; provided, however, Tenant may have a longer period to cure (not to exceed sixty (60) days) provided that Tenant promptly commences and diligently pursues such cure to completion;

(c) Tenant or any guarantor of this Lease becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for itself or for all or a part of its property; and

(d) Tenant shall repeatedly default in the timely payment of Rent or any other charges required to be paid, or shall repeatedly default in keeping, observing or performing any other covenant, agreement, condition or provision of this Lease, whether or not Tenant shall timely cure any such payment or other default. For the purposes of this subsection, the occurrence of similar defaults three (3) times during any twelve (12) month period shall constitute a repeated default.

Any notice periods provided for under this Article shall run concurrently with any statutory notice periods, and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

ARTICLE 21: REMEDIES.

21.01 Landlord's Remedies. If a Default occurs, Landlord shall have the following rights and remedies, which shall be distinct, separate and cumulative, and which may be exercised by Landlord concurrently or consecutively in any combination and which shall not operate to exclude or deprive Landlord of any other right or remedy which Landlord may have at law or in equity:

(a) Landlord may terminate this Lease by giving to Tenant notice of Landlord's intention to do so, in which event the Term shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;

(b) Landlord may terminate the right of Tenant to possession of the Premises by any lawful means, without terminating this Lease. In such event, Tenant's obligations under this Lease shall continue in full force and effect and Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, not limited to those set forth herein; and

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including injunctive relief and recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

21.02 Surrender of Possession. If Landlord exercises either of the remedies provided for in subparagraphs (a) and (b) of Article 21.01, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord, and Landlord may then, or at any time thereafter, re-enter and take complete and peaceful possession of the Premises, full and complete license so to do being granted to Landlord, and Landlord may remove all

property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

21.03 Damages. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full stated Term, and Landlord shall have the right to the immediate recovery of all such amounts. Alternatively, at Landlord's option, Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Base Rent and additional Rent and any other sums then due under this Lease during the period from the date of such notice or termination of possession to the end of the Term. Landlord may file suit from time to time to recover any such sums and no suit or recovery by Landlord of any such sums or portion thereof shall be a defense to any subsequent suit brought for any other sums due under this Lease. Alternatively, if Landlord elects to terminate this Lease, Landlord shall be entitled to recover from Tenant all Base Rent and additional Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant hereunder. In addition, Landlord shall be entitled to recover, as damages for loss of the benefit of its bargain and not as a penalty, the sum of (x) the unamortized cost to Landlord, computed and determined in accordance with generally accepted accounting principles, of any tenant improvements provided by Landlord at its expense, (y) the aggregate sum which at the time of such termination represents the excess, if any, or the present value of the aggregate Base Rent and additional Rent (as reasonably estimated by Landlord) for the remainder of the Term over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, immediately prior to such termination, such present worth to be computed in each case on the basis of a six percent (6%) per annum discount from the respective dates upon which rentals would have been payable hereunder had the Term not been terminated, and (z) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

21.04 Reletting. In the event Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease as aforesaid, Landlord shall use reasonable efforts to relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term) and upon such terms as Landlord in Landlord's sole discretion shall determine (including concessions of free rent and other inducements to prospective tenants), and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting and may give the leasing of any unleased space in the Building priority over the reletting of the Premises. Also, in any such event, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by Landlord necessary, and, in connection therewith, change the locks to the Premises, and Tenant shall upon demand pay the cost thereof together with Landlord's expenses of reletting. Landlord may collect the rents from any such reletting and apply the same first to the payment of the expenses of re-entry, redecoration, repair and alterations and the expense of reletting (including without limitation brokers' commissions and reasonable attorneys' fees) and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent as the same theretofore became or thereafter becomes due and payable hereunder, but the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue and any such excess or residue shall belong solely to Landlord. No such re-entry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of Tenant, an election on Landlord's part to terminate this Lease or an acceptance of a surrender of this Lease, unless a written notice of such intention be given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder. Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies remaining after the application of the proceeds of any such reletting.

21.05 Removal of Tenant's Property. All property removed from the Premises by Landlord pursuant to any provisions of this Lease or of law shall be handled, removed or stored by Landlord at the cost, expense and risk of Tenant, and Landlord, shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord upon demand for all expenses incurred by Landlord in such removal and storage.

21.06 Costs. Tenant shall pay all costs, charges and expenses, including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord or its beneficiaries in enforcing Tenant's obligations under this Lease, in the exercise by Landlord of any of its remedies in the event of a default, in any litigation, negotiation or transactions in

which Tenant causes Landlord, without Landlord's fault, to become involved or concerned, or in consideration of any request for approval of or consent to any action by Tenant which is prohibited by this Lease or which may be done only with Landlord's approval or consent, whether or not such approval or consent is given.

21.07 Late Charges. At the option of Landlord, Landlord may impose a late payment fee equal to ten percent (10%) of the amount due if any payment of Rent is paid more than five (5) days after its due date. In addition, any amount due hereunder shall bear interest after default in the payment thereof at the annual rate of eighteen percent (18%), provided that in no event shall such interest rate exceed the highest legal interest rate for business loans. Further, to partially compensate Landlord for banking, administrative and accounting costs, Tenant shall pay to Landlord a fee of \$100.00 (which may be increased from time to time, upon prior written notice) per occurrence for any check received for payments under this Lease that is not immediately honored for any reason whatsoever (including, with out limitation, insufficient funds), which fee shall be in addition and without limitation to any other amounts claimed by Landlord.

21.08 Landlord's Right to Perform Tenant's Duties. If Tenant fails timely to perform any of its duties under this Lease, Landlord shall have the right (but not the obligation), after the expiration of any grace period specifically provided by this Lease, to perform such duty on behalf and at the expense of Tenant without further notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be Rent under this Lease and shall be due and payable to Landlord upon demand by Landlord.

21.09 Cumulative Rights. All of Landlord's rights and remedies under this Lease shall be cumulative with and in addition to any and all rights and remedies which Landlord may have at law or in equity. Any specific remedy provided for in any provision of this Lease shall not preclude the concurrent or consecutive exercise of a remedy provided for in any other provision hereof.

ARTICLE 22: MISCELLANEOUS.

22.01 Benefit. All terms, covenants and conditions on this Lease shall be binding upon and inure to the benefit of and shall apply to the respective heirs, executors, administrators, successors, assigns and legal representatives of Landlord and Tenant.

22.02 Execution and Delivery. The execution of this Lease by Tenant and delivery of the same to Landlord or Landlord's Management Agent do not constitute a reservation of or option to lease the Premises or an agreement by Landlord to enter into a Lease, and this Lease shall become effective only if and when Landlord executes and delivers a counterpart hereof to Tenant. Tenant shall not record this Lease or any memorandum or other evidence hereof. Tenant acknowledges and agrees that by executing and delivering this Lease to Landlord or Landlord's agent Tenant has made an offer to Landlord which offer may not be revoked, altered or modified for a period of ten (10) business days and, thereafter, only if Landlord has failed to countersign a copy of this Lease prior to Landlord's receipt of a written revocation from Tenant.

22.03 Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the state in which the Building is located.

22.04 Non-Waiver of Defaults. No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and in that event only for the time and in the manner specifically stated. No endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance due of any installment or payment of Rent or pursue any other remedies available to Landlord with respect to any existing defaults. None of the terms, covenants or conditions of this Lease can be waived by either Landlord or Tenant except by appropriate written instrument.

22.05 Force Majeure. Landlord shall not be deemed in default with respect to the failure to perform any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, if such failure is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by Tenant (or Tenant's agents, employees, guests or invitees), acts of other tenants or occupants of the Building or any other cause beyond the reasonable control of Landlord. In such event, the time for performance by Landlord shall be extended by an amount of time equal to the period of the delay so caused.

22.06 Financial Statements. Tenant shall, when requested by Landlord from time to time, furnish a true and accurate audited statement of its financial condition prepared in conformity with generally accepted accounting principles and in a form reasonably satisfactory to Landlord.

22.07 Relationship of Parties. Nothing contained in this Lease shall create any relationship between the parties hereto other than that of Landlord and Tenant, and it is acknowledged and agreed that Landlord shall not be deemed to be a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

22.08 Amendments. This Lease contains and embodies the entire agreement of the parties hereto, and no representation, inducements or agreements, oral or otherwise, not contained in this Lease shall be of any force or effect. This Lease may not be modified in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

22.09 Confidentiality. Tenant shall at all times keep the terms and conditions of this Lease confidential and shall not disclose the terms thereof to any third party, except for its accountants, attorneys and other professionals who have a legitimate business reason to know the terms of this Lease. Without limitation to the generality of the foregoing, Tenant shall specifically not release any information about lease rates, concessions, options or rights to any current or prospective tenant or occupant of the Building. Tenant hereby acknowledges that Landlord may suffer damages in the event of the breach of this paragraph.

22.10 Construction. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against either Landlord or Tenant. Article and Section headings in this Lease are for convenience only and are not to be construed as part of this Lease or in any way defining, limiting, amplifying, construing, or describing the provisions hereof. Time is of the essence of this Lease and every term, covenant and condition hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. In the event there is more than one person or entity which executes this Lease as Tenant, the obligations to be performed and liability of all such persons and entities shall be joint and several. All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or importing conditions were used in each separate instance. Landlord and Tenant agree that in the event any term, covenant or condition herein contained (other than with respect to the payment of Rent) is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

22.11 Brokers. Landlord and Tenant represent and warrant unto each other that each has directly dealt with and only with Landlord's Management Agent and the Brokers, if any, identified in Article 1 of this Lease as broker in connection with this Lease, and agree to indemnify and hold harmless each other from and against any and all claims or demands, damages, liabilities and expenses of any type or nature whatsoever arising by reason of the incorrectness or breach of the aforesaid representation or warranty.

22.12 Counterclaims and Waiver of Jury Trial. EXCEPT FOR COMPULSORY OR MANDATORY COUNTERCLAIMS, Tenant hereby waives any right to plead any counterclaim, offset or affirmative defense in any action or proceedings brought by Landlord against Tenant for any eviction proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert any claim in a separate action brought by Tenant against Landlord, subject, however, to the terms and conditions of Article 14 above. TO THE EXTENT PERMITTED BY LAW,

LANDLORD AND TENANT AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES AGREE THAT EACH SHALL, AND DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY, BETWEEN OR AGAINST THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. THIS WAIVER IS MADE FREELY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EACH OF THE PARTIES HERETO HAS HAD THE BENEFIT OF ADVICE FROM LEGAL COUNSEL ON THIS SUBJECT.

22.13 Notices and Demands. All notices, demands, approvals, consents, requests for approval or consent or other writings in this Lease provided to be given, made or sent by either party hereto to the other ("Notice") shall be in writing and shall be deemed to have been fully given, made or sent when made by personal service or by nationally-recognized overnight courier, and properly addressed to the addresses set forth in Section 1 above. The address to which any Notice should be given, made or sent to either party may be changed by written notice given by such party as above provided.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

SP4 190 S. LASALLE, L.P.,
a Delaware limited partnership
By: SP 190 S. LASALLE GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: _____
Mark Zikakis, Vice President

By: _____
Name: _____
Title: _____

TENANT:

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A
(Floor Plan of Premises)

[To be attached]

EXHIBIT B

(Work Letter)

The terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise specifically stated herein.

1. Defined Terms.

1.01 Allowance. The lesser of (a) _____ Thousand _____ Hundred and ___/100ths Dollars (\$ _____), or (b) the actual cost of Landlord's Work. Landlord's standard construction management fee of five percent of all hard and soft costs of construction shall be deducted from said Allowance.

1.02 Space Plans. [To be prepared and attached]. [Those certain space plans prepared by _____ and dated _____, a copy of which is attached hereto as **Exhibit B-1**.

2. Construction of the Premises. Landlord and Tenant agree that their respective rights and obligations in reference to the construction of the Premises shall be as follows:

2.01 Preparation of Construction Documents.

(a) Landlord shall cause to be prepared detailed architectural, telephone, mechanical and engineering plans, including all dimensions and specifications for all work to be performed by Landlord in the Premises, [substantially in accordance with the Space Plan] ("Plans").

(b) Tenant shall cooperate as necessary in connection with the preparation of the Plans, in a complete and timely manner, and without limiting the foregoing, shall provide to Landlord all information as shall be required by Landlord's engineers to prepare mechanical plans pursuant to Section 1.02 hereof.

(c) The Plans shall be delivered to Tenant for its review and consideration as soon as reasonably possible. Tenant shall inform Landlord of any required changes as soon as possible, but in no event later than five (5) business days following Tenant's receipt of the Plans. Any change or modification of such date Plans shall not be valid or binding unless consented to by Landlord in writing.

2.02 Landlord's Work. Landlord shall furnish and install substantially in accordance with the Plans the materials and items described therein ("Landlord's Work"). The Plans and Landlord's Work shall be at Tenant's sole cost and expense, provided that Tenant shall be entitled to a credit against the cost of the Plans and Landlord's Work in an amount equal to the Allowance. Unless otherwise specifically stated herein or in the Plans, all materials shall be of Building standard quality and color.

2.03 Cost Estimate. If Landlord determines that the cost of Landlord's Work will exceed the Allowance, then prior to commencement of Landlord's Work, Landlord will submit to Tenant a cost estimate for Landlord's Work ("Cost Estimate") which Tenant shall approve or reject within five (5) days after receipt thereof. Tenant's failure to reject the Cost Estimate within said five (5) day period shall be deemed to be an acceptance thereof. If the accepted Cost Estimate exceeds the Allowance, then Tenant shall pay to Landlord the amount of such excess before work commences.

2.04 Extra Work; Omissions. Tenant may request substitutions, additional or extra work and/or materials over and above Landlord's Work ("Extra Work") to be performed by Landlord, provided that the Extra Work, in Landlord's judgment, (1) shall not delay completion of Landlord's Work or the Commencement Date of the Lease; (2) shall be practicable and consistent with existing physical conditions in the Building and any other plans for the Building which have been filed with the appropriate municipality or other governmental authorities having jurisdiction thereover; (3) shall not impair Landlord's ability to perform any of Landlord's obligations hereunder or under the Lease or any other lease of space in the Building; and (4) shall not affect any portion of the Building other than the Premises. All Extra Work shall require the installation of new materials at least comparable to Building standards and any substitution shall

be of equal or greater quality than that for which it is substituted. The cost of any Extra Work (in excess of the Allowance) shall be paid by Tenant to Landlord before any such work commences.

3. Punch List. When Landlord is of the opinion that Landlord's Work is complete, then Landlord shall so notify Tenant. Tenant agrees that upon such notification, Tenant promptly (and not later than five (5) business days after the date of Landlord's said notice) will inspect the Premises and furnish to Landlord a written statement that Landlord's Work has been completed and are complete as required by the provisions of this Exhibit and the Lease with the exception of certain specified and enumerated items (hereinafter referred to as the "Punch List"). Tenant agrees that at the request of Landlord from time to time thereafter, Tenant will promptly furnish to Landlord revised Punch Lists reflecting any completion of any prior Punch List items.

4. Substantial Completion Date. It is mutually agreed that if the Punch List or any revised Punch List consists only of items which would not materially impair Tenant's use or occupancy of the Premises, then, in such event, Tenant will acknowledge in writing that Landlord's Work is complete and accept possession of the Premises ("Substantial Completion Date" or "Date of Substantial Completion"); provided, however, that such acknowledgment of acceptance shall not relieve Landlord of its obligations to promptly complete all such Punch List items. Notwithstanding the foregoing, in no event shall Landlord be obligated to repair latent defects, not originally listed on the Punch List, beyond a period of six (6) months after the Substantial Completion Date, as defined below. Promptly after the Substantial Completion Date, the parties will execute an instrument confirming the Substantial Completion Date, the Commencement Date and the Expiration Date.

5. Delay of Commencement Date. Tenant will take possession of the Premises as of and on the Commencement Date. Landlord has not agreed or represented that the Premises will be substantially ready for occupancy on a specific date. This Lease shall continue in full force and effect, and no liability shall arise against Landlord, because of any delay in the completion of Landlord's Work; provided, however, that all Rent due hereunder shall abate on a per diem basis and the Commencement Date shall be deferred until the Substantial Completion Date. Notwithstanding anything contained in this Work Letter to the contrary, there shall be no abatement of Rent and no deferral of the Commencement Date if Landlord's Work is not substantially complete due to any special equipment, fixtures or materials, changes, alterations or additions requested by Tenant or the delay or failure of Tenant in supplying information or approving or authorizing any applicable plans, specifications, estimates or other matters, or any other act or omission of Tenant ("Tenant's Delay"). In the event the Substantial Completion Date is delayed due to one or more Tenant Delays, then the Substantial Completion Date shall be modified to be the earlier of the Substantial Completion Date or the date Landlord's Work would have been complete but for any Tenant Delays and Monthly Base Rent and Adjustments will commence accordingly. If Tenant shall occupy all or any part of the Premises prior to the Commencement Date, all of the covenants and conditions of this Lease, including the obligation to pay Rent, shall be binding upon the parties hereto in respect to such occupancy as if the first day of the Term had been the date when Tenant began such occupancy.

6. Tenant's Entry Prior to Completion Date. Landlord may permit Tenant or its agents or laborers to enter the Premises at Tenant's sole risk prior to the Commencement Date in order to perform through Tenant's own contractors such work as Tenant may desire, at the same time that Landlord's contractors are working in the Premises. The foregoing license to enter prior to the Commencement Date, however, is conditioned upon Tenant's labor not interfering with Landlord's contractors or with any other tenant or its labor. If at any time such entry shall cause disharmony, interference or union disputes of any nature whatsoever, or if Landlord shall, in Landlord's sole judgment, determine that such entry, such work or the continuance thereof shall interfere with, hamper or prevent Landlord from proceeding with the completion of the Building or Landlord's Work at the earliest possible date, this license may be withdrawn by Landlord immediately upon written notice to Tenant. Such entry shall be deemed to be under and subject to all of the terms, covenants and conditions of the Lease, and Tenant shall comply with all of the provisions of the Lease which are the obligations or covenants of Tenant, including, but not limited to, the provisions of Article [] of the Lease, except that the obligation to pay Rent shall not commence until the Commencement Date. In the event that Tenant's agents or laborers incur any charges from Landlord, including, but not limited to, charges for use of construction or hoisting equipment on the Building site, such charges shall be deemed an obligation of Tenant and shall be collectible as Rent pursuant to the Lease, and upon default in payment thereof, Landlord shall have the same remedies as for a default in payment of Rent pursuant to the Lease.

7. Landlord's Entry after Substantial Completion. At any time after the Commencement Date, Landlord may enter the Premises to complete Punch List items, and such entry by Landlord, its agents, servants, employees or contractors for such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any obligation under this Lease, or impose any liability upon Landlord or its agents. Tenant hereby accepts any and all reasonable disturbances associated with such entry and agrees to fully cooperate with Landlord (and such cooperation shall include, without limitation, moving furniture as necessary).

8. Delays. Landlord and Tenant mutually acknowledge that Landlord's construction process in order to complete the Premises requires a coordination of activities and a compliance by Tenant without delay of all obligations imposed upon Tenant pursuant to this exhibit and that time is of the essence in the performance of Tenant's obligations hereunder and Tenant's compliance with the terms and provisions of this exhibit.

9. Provisions Subject to Lease. The provisions of this exhibit are specifically subject to the provisions of the Lease.

**[EXHIBIT B-1
SPACE PLAN]**

[NOTE: IF PARTIES HAVE AGREED ON SPACE PLAN PRIOR TO LEASE PREPARATION, ATTACH COPY HERE]

EXHIBIT C

CONFIRMATION OF LEASE TERMS AND DATES

Re: Office Building Lease (the "Lease") dated _____, 20__ between SP4 190 S. LASALLE, L.P., a Delaware limited partnership ("Landlord"), and _____, a _____ corporation ("Tenant") for the premises located at 190 South LaSalle Street, Suite _____[], Chicago, Illinois 60603 ("Premises")

The undersigned, as Tenant, hereby confirms as of this _____ day of _____, 20__, the following:

1. The Substantial Completion Date is hereby deemed to be _____
2. The Commencement Date is hereby deemed to be _____
3. The Expiration Date is hereby deemed to be: _____
4. The rent schedule is:

[Insert Rent Schedule]

5. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease. The Lease is in full force and effect and has not been modified, altered, or amended. There are no defaults by Landlord or offsets or credits against Rent.

TENANT:

By: _____
Name: _____
Title: _____

EXHIBIT D

(Rules and Regulations)

1. Any sign, lettering, picture, notice, or advertisement installed on or in any part of the Premises and visible from the exterior of the Building, or visible from the exterior of the Premises, shall be installed at Tenant's sole cost and expense, and in such manner, character and style as Landlord may approve in writing. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.
2. No awning or other projection shall be attached to the outside walls of the Building. No curtains, blinds, shades, or screens visible from the exterior of the Building or visible from the exterior of the Premises, shall be attached to or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord.
3. Tenant, its servants, employees, customers, invitees, and guests shall not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, elevators, or stairways in and about the Building which are used in common with other tenants and their servants, employees, customers, guests, and invitees, and which are not a part of the Premises of Tenant. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the Building corridors or from the exterior of the Building and will promptly remove any such objects upon notice from Landlord.
4. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials, or similar devices inside or outside of the Premises or on the Building.
5. Tenant shall not waste electricity, water, or air conditioning and shall cooperate fully with Landlord to insure the most effective operation of the Building's heating and air conditioning systems and shall refrain from attempting to adjust any controls other than unlocked room thermostats, if any, installed for Tenant's use. Tenant shall keep corridor doors closed.
6. Tenant assumes full responsibility for protecting its space from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business hours.
7. No person or contractor not employed by Landlord shall be used to perform janitorial work, window washing, cleaning, maintenance, repair, or similar work in the Premises without the written consent of Landlord which consent shall not be unreasonably withheld.
8. In no event shall Tenant bring into the Building firearms, inflammables, such as gasoline, kerosene, naphtha and benzene, or explosives, or any other article of intrinsically dangerous nature. If, by reason of the failure of Tenant to comply with the provisions of this subparagraph, any insurance premium for all or any part of the Building shall at any time be increased, Tenant shall make immediate payment of the whole of the increased insurance premium, without waiver of any of Landlord's other rights at law or in equity for Tenant's breach of this Lease.
9. Tenant shall comply with all applicable federal, state, and municipal laws, ordinances, and regulations, and building rules and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.
10. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability as a building for office use, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
11. The Premises shall not be used for cooking, lodging, sleeping, or for any immoral or illegal purpose, except that Tenant shall have the right to operate microwave ovens and coffee makers exclusively for the benefit of its employees.
12. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord or Landlord's agent may from time to time adopt. Reasonable notice of any additional reasonable and nondiscriminatory rules and regulations shall be given in such manner as Landlord may reasonably elect.

13. Unless expressly permitted by the Landlord, no additional locks or similar devices shall be attached to any door or window and no keys other than those provided by the Landlord shall be made for any door. If additional keys are required by the Tenant after Tenant's initial occupancy, the Landlord may provide the same upon payment by the Tenant. Upon termination of this Lease or of the Tenant's possession, the Tenant shall surrender all keys of the Premises and shall explain to the Landlord all combination locks on safes, cabinets and vaults.
14. Any carpeting cemented down by Tenant shall be installed with a releasable adhesive. In the event of a violation of the foregoing by Tenant, Landlord may charge the expense incurred by such removal to Tenant.
15. The water and wash closets, drinking fountains, and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, or licensees shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.
16. No electric circuits for any purpose shall be brought into the leased premises without Landlord's written permission specifying the manner in which same may be done.
17. No bicycle or other vehicle, and no dog or other animal (other than guide dogs for sightless people) shall be allowed in offices, halls, corridors, or elsewhere in the building, except as required by law.
18. Tenant shall not throw anything out of the door or windows, or down any passageways or elevator shafts.
19. All loading, unloading, receiving, or delivery of goods or supplies, or disposal of garbage or refuse shall be made only through entryways and freight elevators provided for such purposes and indicated by Landlord. Tenant shall be responsible for any damage to the building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.
20. All safes, equipment, or other heavy articles shall be carried in or out of the Premises only at such time and in such manner as shall be prescribed in writing by Landlord, and Landlord shall in all cases have the right to specify the proper position of any such safe, equipment, or other heavy article, which shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building in which they are located, or to the other tenants or occupants of said Building. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.
21. Canvassing, soliciting, and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.
22. Vending machines shall not be installed without permission of the Landlord, except for those vending machines used exclusively by Tenant's employees.
23. Wherever in these Building Rules and Regulations the word "tenant" occurs, it is understood and agreed that it shall mean Tenant's associates, agents, clerks, servants, and visitors. Wherever the word "Landlord" occurs, it is understood and agreed that it shall mean Landlord's assigns, agents, clerks, servants, and visitors.
24. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same.
25. Landlord shall have the right to enter the Premises at hours convenient to the Tenant for the purpose of exhibiting the same to prospective tenants within the one year period prior to the expiration of this Lease.
26. Tenant, its servants, employees, customers, invitees, and guests shall, when using the common parking facilities, if any, in and around the Building, observe and obey all signs regarding fire lanes and no parking zones, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no parking zone. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles. No vehicles shall be parked overnight.
27. At all times the Building shall be in charge of Landlord's employee in charge and (a) persons may enter the Building only in accordance with Landlord's regulations, (b) persons entering or departing from the Building may be questioned as to their business in the Building, and the right is reserved to require the use of an identification card or other access device and the registering of such persons as to the hour of entry and departure, nature of visit, and other information deemed necessary for the protection of the Building, and (c) all entries into and departures from the Building will take place through such one or more entrances as Landlord shall from time to time designate; provided, however,

anything herein to the contrary notwithstanding, Landlord shall not be liable for any lack of security in respect to the Building whatsoever. Landlord will normally not enforce clauses (a), (b), and (c) above from 7:00 a.m. to 6:00 p.m., Monday through Friday, and from 8:00 a.m. to noon on Saturdays, but it reserves the right to do so or not to do so at any time at its sole discretion. In case of invasions, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or the protection of the Building and the property therein. Landlord shall in no case be liable for damages for any error or other action taken with regard to the admission to or exclusion from the Building of any person.

28. All entrance doors to the Premises shall be locked when the Premises is not in use. All corridor doors shall also be closed during times when the air conditioning equipment in the Building is operating so as not to dissipate the effectiveness of the system or place an overload thereon.

29. Landlord reserves the right at any time and from time to time to rescind, alter, or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants of the Building.

30. Tenant, its servants, employees, customers, invitees, and guests shall not smoke in the Building.

31. Tenant may install a Wireless Fidelity Network (or similar system) ("Wi-Fi Network") for intranet, internet, or communications purposes within its Premises. Such Wi-Fi Network may not interfere with the use of any other space within the Building. Should any interference occur, Tenant shall take all necessary steps as soon as commercially practicable and no later than three calendar days following such occurrence to correct such interference. Tenant acknowledges that Landlord has granted and/or may grant leases, licenses and/or other rights to other tenants and occupants of the Building and to telecommunication service providers.

32. Tenant shall fully cooperate with Landlord in any programs in which Landlord may elect to participate relating to the Building's (i) energy efficiency, management, and conservation; (ii) water conservation and management; (iii) environmental standards and efficiency; (iv) recycling and reduction programs; and/or (v) safety, which participation may include, without limitation, the Leadership in Energy and Environmental Design (LEED) program and related Green Building Rating System promoted by the U.S. Green Building Council. All carbon tax credits and similar credits, offsets and deductions are the sole and exclusive property of Landlord.

33. At all times during the term of this Lease, Tenant shall ensure that all wiring and cabling that it installs within the Premises or Building complies with all provisions of local fire and safety codes, as well as with the National Electric Code. Further, upon the expiration or sooner termination of the Term, Tenant shall remove all wiring and cabling within the Premises and the Building (including the plenums, risers and rooftop) placed there by or at the direction of Tenant, unless excused in writing by Landlord.

34. Tenant will ensure that all deliveries to the Premises are coordinated with property management and made through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord. Such deliveries may not be made through any of the main entrances to the Building with Landlord's prior permission. Tenant will use or cause to be used, in the Building, hand trucks or other conveyances equipped with rubber tires and rubber side guards to prevent damage to the Building or property in the Building. Tenant will promptly pay Landlord the cost of repairing any damage to the Building caused by any person making deliveries to the Premises.

35. Tenant will ensure that furniture and equipment and other bulky matter being moved to or from the Premises are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord, and by movers or a moving company reasonably approved by Landlord. Tenant will promptly pay Landlord the cost of repairing any damage to the Building caused by any person moving any such furniture, equipment or matter to or from the Premises.

36. Tenant requirements and requests for services or work will be considered only following written application to property management. Building employees shall not be requested to perform, and shall not be requested by any tenant to perform, any work outside of regular duties, unless under specific instructions from Landlord.

Parking Rules

- (a) Cars must be parked entirely within the stall lines painted on the floor.
- (b) All directional signs and arrows must be observed.
- (c) The speed limit shall be five (5) miles per hour.
- (d) Parking is prohibited in areas not striped for parking, aisles, areas where "No Parking" signs are posted, in cross hatched areas and in such other areas as may be designated by Landlord or Landlord's agent(s) including, but not limited to, areas designated as "Visitor Parking" or reserved spaces not rented under this Agreement.

- (e) Every Patron is required to park and lock his own car. All responsibility for damage to cars or persons or loss of personal possessions is assumed by the Patron.
- (f) Spaces which are designated for small, intermediate or full-sized cars shall be so used. No intermediate or full-size cars shall be parked in parking spaces limited to compact cars.
- (g) No overnight parking is allowed without the prior written consent of the Landlord.
- (h) Tenant and patron(s) will immediately vacate the Parking Facilities and remove all vehicles upon Landlord's request in order to facilitate evacuations during severe weather or other times of danger.

EXHIBIT E

LEASE ESTOPPEL CERTIFICATE

Landlord: SP4 190 S. LASALLE, L.P., a Delaware limited partnership
Tenant: []
Premises: 190 South LaSalle Street, Suite _____ [], Chicago, Illinois 60603
Area: Approximately _____ Rentable Square Feet
Lease Date: []

The undersigned Landlord and Tenant of the above-referenced lease (the "Lease") hereby ratify the Lease and certify to Lender as mortgagee of the Real Property of which the premises demised under the Lease (the "Premises") is a part, as follows:

1. That the term of the Lease commenced on _____, 20__ and Tenant is in full and complete possession of the Premises demised under the Lease and has commenced full occupancy and use of the Premises, such possession having been delivered by the original landlord and having been accepted by Tenant.

2. That the Lease calls for monthly rent installments of \$_____ which Tenant last paid on the ___ day of _____, 20__.

3. That no advance rental or other payment has been made in connection with the Lease, except rental for the current month, there is no "free rent" or other concession under the remaining term of the Lease and the rent has been paid to and including _____, 20__.

4. That a security deposit in the amount of \$_____ is being held by Landlord, which amount is not subject to any set-off or reduction or to any increase for interest or other credit due to Tenant.

5. That all obligations and conditions under said Lease to be performed to date by Landlord or Tenant have been satisfied, free of defenses and set-offs including all construction work in the Premises.

6. That the Lease is a valid lease and in full force and effect and represents the entire agreement between the parties; that there is no existing default on the part of Landlord or Tenant in any of the terms and conditions thereof and no event has occurred which, with the passing of time or giving of notice or both, would constitute an event of default; and that said Lease has: (initial one)

() not been amended, modified, supplemented, extended, renewed or assigned.

() been amended, modified, supplemented, extended, renewed or assigned as follows by the following described agreements:

7. That the Lease commenced on _____ . The Lease term will expire on _____, and there are no renewal options. Tenant has no purchase options or rights of first refusal under the Lease to purchase the Project. Tenant has no rights of first offer or first refusal or other right to lease additional space in the Project. Tenant has no cancellation rights (except with respect to Landlord's default) under the Lease.

8. That Landlord has not rebated, reduced or waived any amounts due from Tenant under the Lease, either orally or in writing, nor has Landlord provided financing for, made loans or advances to, or invested in the business of Tenant.

9. That, to the best of Tenant's knowledge, there is no apparent or likely contamination of the Real Property or the Premises by Hazardous Materials, and Tenant does not use, nor has Tenant disposed of, Hazardous Materials, and Tenant does not use, nor has Tenant disposed of, Hazardous Materials in violation of Environmental Laws on the Real Property or the Premises.

10. Additional rent for operating, maintenance, repair expenses, property taxes and assessments and other such expenses and charges (collectively, the "Operating Expenses") is payable as provided in the Lease and has been paid in accordance with Landlord's rendered bills through _____. Tenant is required to pay _____% of all Operating Expenses. The next payment of estimated Operating Expenses is due on _____ in the amount of \$_____.

11. That there are no actions, voluntary or involuntary, pending against Tenant under the bankruptcy laws of the United States or any state thereof.

12. That this certification is made knowing that Lender is relying upon the representations herein made.

LANDLORD:

SP4 190 S. LASALLE, L.P.,
a Delaware limited partnership
By: SP 190 S. LASALLE GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: _____
Mark Zikakis, Vice President

By: _____
Name: _____
Title: Authorized Signatory

TENANT:

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT G

(Guaranty)