

UNITED STATES BANKRUPTCY COURT Eastern District of Virginia		PROOF OF CLAIM
Name of Debtor: On-Site Sourcing, Inc.		Case Number: 09-10816-RGM
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): 300 W. Adams (Chicago) L.L.C.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): Filed on: JUN - 3 2009
Name and address where notices should be sent: Messer & Stllp, Ltd. 166 W. Washington, Suite 300 Chicago, IL 60602 Telephone number: (312) 334-3476		
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>114,924.70</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>Rejection of Lease</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>5/27/09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. TERRELL A. ARNOLD, P.E.		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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JUN 10 2009

BMC GROUP

On-Site Sourcing, Inc.



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SUMMARY

Debtor: On-Site Sourcing, Inc.

Creditor: 300 W. Adams (Chicago), L.L.C.

Court: United States Bankruptcy Court for the Eastern District of Virginia

Case #: 09-10816-RGM

I: 11 USC 503 Claim Calculation:

A. Pre-Petition Rent Owed as of 2/4/2009: 11 USC 503(b)(6)(B)

- a. Unpaid Balance for Rent and Electric as of 1/31/2009: \$15,252.26
- b. Rent for 2/1/2009 through 2/4/2009:
 - i. (Monthly Feb. Rent divided by Days in Feb) multiplied by days until Bankruptcy Petition Filed.
 - ii. $(6,587.63)/28 \text{ days} = \$235.27 \text{ per day. } \$235.27 * 4 \text{ days} = \941.09
- c. Total = $(\$15,252.26 + \$941.09) = \$16,193.35$

B. Post-Petition Administrative Priority: 2/4/2009 through 3/31/2009

- a. Rent from 2/5/2009 through 2/28/2009 = \$5,646.54
- b. Rent for 3/2009 = \$6,720.71
- c. Total = $(\$5,646.54 + \$6,720.71) = \$12,367.25$

C. Post-Petition 503(b)(6)(A) Calculation:

- a. The greater of the following:
 - i. 4/1/2009 Rent to 2/3/2010 Rent
 1. 4/2009 through 1/2010 Rent = \$ 60,486.39 plus
 2. 3 days in Feb = $\$6,720.71/28 \text{ days} = 240.02 \text{ per day. } 240.02 \text{ times } 3 \text{ days} = 720.08$
 3. Total = $\$60,486.39 + \$720.08 = \$61,206.47$
 - ii. 15% of 4/1/2009 Rent to 3/31/2011 Rent
 1. $\$6,720.71 * 10 \text{ months} = \$67,207.10 \text{ plus}$
 2. $\$6,853.79 * 13 \text{ months} = \$89,099.27$
 3. Total = \$ 156,306.37
 4. $15\%(\$156,306.37) = \$23,445.96$

Subtotal I: $\$16,193.35 + \$12,367.25 + \$61,206.47 = \$89,767.07$

II: Leasing Commission & Legal Costs:

A. Legal Costs

- a. 04/13/2008- Ungaretti & Harris- \$1,593.75

B. Leasing Commission

- b. 5/3/2008- The Deitcher Group, LLC- \$4,791.00

Subtotal II: $\$1,593.75 + \$4,791.00 = \$6,384.75$

III. Unamortized Tenant Improvements Pursuant to Lease Provision 17(e)(x)

A. Lease Provision 17(e)(x): "In the event of the termination of this Lease by Landlord as provided for by subparagraph (i) of Section 17(b), Landlord is entitled to recover from Tenant...the unamortized cost to the Landlord, computed and determined in accordance with generally accepted accounting principles, of the tenant improvements and alterations, if any, paid for and installed by Landlord pursuant to this Lease..."

B. Calculation

1. Tenant Improvements Paid By Landlord: \$ 25,993.21
2. Amortization Period: 36 months
3. Tenant Improvement Cost Per Month: \$ 722.03 per month
4. Months Paid By On-Site: 10 months
5. Total Paid by On-Site For Improvements: \$ 7,220.33
6. Cost of Improvements Left Under the Lease: \$ 25,993.21 - \$ 7,220.33 =
\$ 18,772.88

Subtotal III: \$ 18,772.88

GRAND TOTAL: \$ 89,767.07 + \$ 6,384.75 + \$ 18,772.88 = \$ 114,924.70

ORIGINAL

300 WEST ADAMS STREET

CHICAGO, ILLINOIS

OFFICE LEASE

BETWEEN

HAROLD D. RIDER & ASSOCIATES, a division of
Realty & Mortgage Company, as agent for
300 ADAMS VENTURE

LANDLORD

AND

ON-SITE SOURCING, INC.,
a Delaware corporation

TENANT

DATED: July 9, 2002

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LEASE with ON-SITE SOURCING, INC. ("Tenant")

on Premises at 300 West Adams
Chicago, Illinois

This Lease made as of the Date of Lease set forth in the following Schedule (the "Schedule"), by and between Tenant and HAROLD D. RIDER & ASSOCIATES, a division of Realty & Mortgage Company, as Agent for the 300 Adams Venture ("Landlord")

SCHEDULE OF SIGNIFICANT TERMS

For purposes of this Lease, the terms set forth below shall have the meanings or be assigned the amounts as follows:

Date of Lease: July 9, 2002

<u>Base Rent</u> (annual amount):	08/01/02 - 07/31/03:	\$74,556.00
	08/01/03 - 07/31/04:	\$137,652.00
	08/01/04 - 07/31/05:	\$141,780.00 - 103
	08/01/05 - 07/31/06:	\$146,040.00 - 103
	08/01/06 - 07/31/07:	\$150,420.00 - 103

<u>Monthly Base Rent:</u>	08/01/02 - 07/31/03:	\$6,213.00
	08/01/03 - 07/31/04:	\$11,471.00
	08/01/04 - 07/31/05:	\$11,815.00
	08/01/05 - 07/31/06:	\$12,170.00
	08/01/06 - 07/31/07:	\$12,535.00

Commencement Date: August 1, 2002, subject to the provisions of Section 5 of the Lease.

Expiration Date: July 31, 2007, or such earlier date as this Lease is terminated as provided herein.

Building: The improvements commonly known as 300 West Adams Street, Chicago, Illinois, containing 252,013 rentable square feet.

Premises: Those certain premises outlined in red on the floor plan attached hereto as Exhibit A, known as Suite 605 on the sixth floor of the Building and containing 4,030 rental square feet (the "Initial Premises"). Beginning August 1, 2003, the premises shall be increased to include 3,194 rentable square feet immediately adjacent to the north of the Initial Premises (the "Additional Premises"), the total square footage then equaling 7,224 rentable

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square feet. The Initial Premises and the Additional Premises are collectively referred to herein as the "Premises".

Tenant's Proportionate Share: 1.5991%, increasing to 2.8665% on August 1, 2003.

Expense Stop Amount: Expenses for the calendar year 2002.

Tax Stop Amount: Taxes for calendar year 2002, payable in the year 2003.

Security Deposit: \$12,426.00, payable with the first month's rent upon execution of this Lease, and to be increased to \$22,942.00 on August 1, 2003.

Brokers: Harold D. Rider & Associates
HSA Corporate Real Estate Services

Tenant's Address for Notices: On-Site Sourcing, Inc.
832 North Henry Street
Alexandria, Virginia 22814

Tenant's Authorized Representative: Brian F. Leydet, Sr.

Guarantor (if any): N/A

Attachments to Lease (check if applicable):

Guaranty	<u> </u>	
Workletter	<u>X</u>	
Attachment to Workletter	<u>X</u>	
Rider A	<u>X</u>	Rules and Regulations
Exhibit A	<u>X</u>	Floor Plan of 6 th Floor
Exhibit B	<u>X</u>	Floor Plan of 3 rd Floor (Temporary Space)

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby accepts the Premises, for a term (herein called the "Term") commencing on the commencement Date and ending on the Expiration Date, paying as rent therefor the sums hereinafter provided, without any setoff, abatement, counterclaim, or deduction whatsoever, except as herein expressly provided.

IN CONSIDERATION THEREOF, THE PARTIES HERETO COVENANT AND AGREE:

1. Base Rent.

Subject to periodic adjustment as hereinafter provided, Tenant shall pay an annual base rent (herein called "Base Rent") to Landlord for the Premises in the amount stipulated in the Schedule, payable in monthly installments (herein called "Monthly Base Rent") in the amount stipulated in the Schedule, in advance on the first day of the first full calendar month and on the first day of each calendar month thereafter of the Term, and at the same rate prorated for fractions of a month if the Term shall begin on any date except the first day, or shall end on any day except the last day of a calendar month. Base Rent, Additional Rent (as hereinafter defined), Additional Rent Progress Payment (as hereinafter defined) and all other amounts becoming due from Tenant to Landlord herein (herein collectively called the "Rent") shall be paid in lawful money of the United States to Harold D. Rider & Associates at its office as designated in Section 26 hereof, or as otherwise designated from time to time by written notice from Landlord to Tenant. The obligation to pay Rent hereunder is independent of each and every other covenant and agreement contained in this Lease.

2. Additional Rent.

In addition to paying the Base Rent specified in Section 1 hereof, Tenant shall pay as additional rent the amounts determined in accordance with the following provisions of this Section 2 (herein called "Additional Rent"):

(a) **Definitions.** As used in this Lease:

(i) "Adjustment Date" shall mean the first day of the Term and each January 1 thereafter falling within the Term.

(ii) "Adjustment Year" shall mean each calendar year during which an Adjustment Date falls.

(iii) "Expenses" shall mean and include those costs and expenses paid or incurred by Landlord in connection with the ownership, operation, management, and maintenance of the Building and the land on which the Building is situated in a manner deemed reasonable by Landlord and appropriate and for the best interests of the Building and the tenants in the Building, including, but not limited to, the following:

(A) All costs and expenses directly related to the Building for operating and cleaning tenant, common and public areas, for the payment of salaries and fringe benefits for personnel of the grade of building manager and below, for removing snow, ice, and debris, and costs of property, liability, rent loss, and other insurance:

(B) All costs and expenses of replacing paving, curbs, walkways, landscaping (including replanting and replacing flowers and other plantings), common and public parking and lighting facilities in the Building (excluding the cost of electricity to operate the Building package air conditioning units on the various floors of the Building) and the areas immediately adjacent thereto;

(C) Electricity for lighting the common and public areas and for running the elevators and other building equipment and systems, fuel and water used in heating, ventilating, and air-conditioning of the Building and water for drinking, lavatory and toilet purposes;

(D) Maintenance of mechanical and electrical equipment, including heating, ventilating and air-conditioning equipment in the Building, but excluding capital expenditures (except as set forth in (H) below) which under generally accepted accounting principles are required to be capitalized:

(E) Window cleaning and janitor and cleaning service, including janitor and cleaning equipment and supplies for tenant, common and public areas;

(F) Maintenance of elevators, alarm, and security systems, rest rooms, sprinklers, and plumbing systems, lobbies, hallways, and other common and public areas of the Building;

(G) A management fee for the management of the Building at actual cost;

(H) The cost of any capital improvement made at any time, whether before or after the Date of Lease, which reduces some of the costs included within Expenses or which is required under any governmental laws, regulations, or ordinances, amortized on an annual basis to the extent of the annual savings effected by such capital improvement or equipment (as reasonably determined by Landlord); and

(I) Legal and other professional expenses incurred in respect of the operation, use, occupation, or maintenance of the Building and in seeking or obtaining reductions in and refunds of Taxes, but excluding legal costs in leasing space or incurred in disputes with tenants.

(J) Expenses shall not include the following: costs or other items included within the meaning of the term "Taxes" (as hereinafter defined); costs of capital improvements to the Building (except as set forth in H above); depreciation; expenses incurred in leasing or procuring tenants (including, without limitation, lease commissions, advertising expenses, and expenses of renovating space for tenants); interest or amortization payments on any mortgage or mortgages; rental under any ground or underlying lease or leases; wages, salaries, or other compensation paid to any executive employees above the grade of building manager; wages, salaries, or other compensation paid for clerks or attendants in concessions or newsstands operated by the Landlord; the cost of installing, operating, and maintaining a specialty improvement, including, without limitation, an observatory, or broadcasting, cafeteria, or dining facility, or athletic, luncheon, or recreational club; any cost or expense representing an amount paid to a related entity which is in excess of the amount which would be paid in the absence of such relationship; or any expenditures for which Landlord has been reimbursed (other than pursuant to rent adjustment, escalation, or additional rent provisions in leases).

Notwithstanding the foregoing provisions of this Section 2(a)(iii), for any Adjustment Year in which the aggregate usable office space of the Building has not been one hundred percent (100%) occupied during the entire Adjustment Year, those items of Expenses which vary with occupancy shall be adjusted to include any expenses which Landlord shall reasonably determine would have been incurred had the Building been one hundred percent (100%) occupied.

(iv) "Taxes" shall mean all real estate taxes, assessments (whether they be general or special), sewer rents, rates and charges, transit taxes, taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, unless the same shall be imposed in lieu of the real estate taxes or other ad valorem taxes), which may now or hereafter be levied, imposed or assessed against the Building or the land on which the Building is located (the "Land"), or both. The Building and the Land are herein collectively called the "Real Property."

Notwithstanding the foregoing provisions of this Section 2(a)(iv):

(A) If at any time during the Term of this Lease the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge or any part thereof shall be imposed upon Landlord in addition to, or in place or partly in place of any such Taxes, or contemplated increase therein, and shall be measured by or be based in whole or in part upon the Real Property or the rents or other income therefrom, then all such new taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based, shall be included in Taxes levied, imposed, or assessed against real property to the extent that such items would be payable if the Real Property were the only property of Landlord subject thereto and the income received by Landlord from the Real Property were the only income of Landlord.

(B) Notwithstanding the year for which any such taxes or assessments are levied, (i) in the case of special taxes or special assessments which may be payable in installments, the amount of each installment, plus any interest payable thereon (but not including penalty interest), paid during a calendar year shall be included in Taxes for that year and (ii) if any taxes or assessments payable during any calendar year shall be computed with respect to a period in excess of twelve calendar months, but not to exceed thirteen calendar months, then taxes or assessments applicable to the excess period shall be included in Taxes for that year. For purposes of this Section 2, all references to Taxes "for" a particular year shall be deemed to refer to taxes payable in such year without regard to when such taxes are levied, assessed or otherwise.

(C) Taxes shall also include any personal property taxes (attributable to the calendar year in which paid) imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the Real Property or the operation thereof and located at the Building.

(v) "Tenant's Proportionate Share" shall mean the percentage stipulated in the Schedule which is the percentage obtained by dividing the rentable area of the Premises by the rentable area of the Building. The rentable area of the Premises and the Building shall be determined by the criteria promulgated by the Building Owners and Managers Association (BOMA) as of the date of the Lease.

(vi) "Additional Rent" shall mean all amounts determined pursuant to this Section 2, including any amounts payable by Tenant to Landlord on account thereof.

(b) **Computation of Additional Rent.** Tenant shall pay Additional Rent for each Adjustment Year determined as hereinafter set forth. Additional Rent payable by Tenant with respect to each Adjustment Year during which an Adjustment Date falls shall include the following amounts:

(i) the amount equal to Tenant's Proportionate Share multiplied by the excess of Expenses for such Adjustment Year over the Expense Stop Amount stipulated in the Schedule (said amount being called the "Expense Adjustment"); plus

(ii) the amount equal to Tenant's Proportionate Share multiplied by the excess of Taxes for such Adjustment Year over the Tax Stop Amount stipulated in the Schedule (said amount being called the "Tax Adjustment").

(c) **Payments of Additional Rent; Projections.** Tenant shall pay Additional Rent to Landlord in the manner hereinafter provided.

(i) **Expense Adjustment and Tax Adjustment.** Tenant shall make payments on account of the Expense Adjustment and Tax Adjustment (the aggregate of such payments with respect to any Adjustment Year being called "Additional Rent Progress Payment") effective as of the Adjustment Date for each Adjustment Year as follows:

(A) Landlord may, prior to each Adjustment Date or from time to time during the Adjustment Year in which such Adjustment Date falls, deliver to Tenant a written notice or notices ("Projection Notice") setting forth (1) Landlord's reasonable estimates, forecasts or projections (collectively, the "Projections") of Taxes and Expenses for such Adjustment Year based on Landlord's budgets of Expenses and estimate of Taxes, and (2) Tenant's Additional Rent Progress Payment with respect to the Expense Adjustment and the Tax Adjustment component of Additional Rent for such Adjustment Year based upon the Projections. Landlord's budgets of Expenses and the Projections based thereon shall assume full occupancy and use of the Building and may be revised by Landlord from time to time based on changes in rates and other criteria which are components of budget items.

(B) Until such time as Landlord furnishes a Projection Notice for an Adjustment Year. Tenant shall, at the time of each payment of Monthly Base Rent, pay to Landlord a monthly installment of Additional Rent Progress Payment with respect to the Expense Adjustment and the Tax Adjustment component of Additional Rent equal to the greater of the latest monthly installment of Additional Rent Progress Payment or one-twelfth (1/12) of Tenant's latest determined Expense Adjustment and Tax Adjustment. On or before the first day of the next calendar month following Landlord's service of a Projection Notice, and on or before the first day of each month thereafter, Tenant shall pay to Landlord one-twelfth (1/12) of the Additional Rent Progress Payments shown in the Projection Notice. Within thirty (30) days following Landlord's service of a Projection Notice, Tenant shall also pay Landlord a lump sum equal to the Additional Rent Progress Payment shown in the Projection Notice less (1) any previous payments on account of Additional Rent Progress Payment made during such Adjustment Year and (2) monthly installments on account of Additional Rent Progress Payment due for the remainder of such Adjustment Year.

(d) **Readjustments.** The following readjustments with regard to the Tax Adjustment and Expense Adjustment shall be made by Landlord and Tenant:

(i) Following the end of each Adjustment Year and after Landlord shall have determined the amounts of Expenses to be used in calculating the Expense Adjustment for such Adjustment Year, Landlord shall notify Tenant in writing ("Landlord's Statement") of such Expenses for such Adjustment Year. If the Expense Adjustment owed for such Adjustment Year exceeds the Expense Adjustment component of the Additional Rent Progress Payment paid by Tenant during such Adjustment Year, then Tenant shall, within thirty (30) days after the date of Landlord's Statement, pay to Landlord an amount equal to the excess of the Expense Adjustment over the Expense Adjustment component of the Additional Progress Payment paid by Tenant during such Adjustment Year. If the Expense Adjustment component of the Additional Rent Progress Payment paid by Tenant during such Adjustment Year exceeds the Expense Adjustment owed for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Statement, or may, at its option, credit such excess to any Rent then due and owing, until such excess has been exhausted. If the Expiration Date shall occur prior to full application of such excess.

Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of Additional Rent for the Adjustment Year in which the Expiration Date occurs.

(ii) Following the end of each Adjustment Year and after Landlord shall have determined the actual amounts of Taxes to be used in calculating the Tax Adjustment for such Adjustment Year, Landlord shall notify Tenant in writing ("Landlord's Statement") of such Taxes for such Adjustment Year. If the Tax Adjustment owed for such Adjustment Year exceeds the Tax Adjustment component of the Additional Rent Progress Payment paid by Tenant during such Adjustment Year, then Tenant shall, within thirty (30) days after the date of Landlord's Statement, pay to Landlord an amount equal to the excess of the Tax Adjustment over the Tax Adjustment component of the Additional Rent Progress Payment paid by Tenant during such Adjustment Year. If the Tax Adjustment component of the Additional Rent Progress Payment paid by Tenant during such Adjustment Year exceeds the Tax Adjustment owed for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Statement, or may, at its election, credit such excess to any Rent then due and owing, until such excess has been exhausted. If the Expiration Date shall occur prior to full application of such excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of Additional Rent for the Adjustment Year in which the Expiration Date occurs.

(iii) No interest or penalties shall accrue on any amounts which Landlord is obligated to credit or pay to Tenant by reason of this Section 2(d).

(e) **Books and Records.** Landlord shall maintain books and records showing Expenses and Taxes in accordance with sound accounting and management practices. Tenant or its representative shall have the right to examine Landlord's books and records showing Expenses and Taxes upon reasonable prior notice and during normal business hours at any time within forty-five (45) days following the furnishing by the Landlord to the Tenant of Landlord's Statement provided for in Section 2(d). Unless the Tenant shall take written exception to any item within sixty (60) days after the furnishing of the Landlord's Statement containing said item, such Landlord's Statement shall be considered as final and accepted by the Tenant. If Tenant takes exception to any item in Landlord's Statement within the applicable time period and if Landlord and Tenant are unable to agree on the correctness of said item, then either party may refer the decision of said issue to a reputable firm of independent certified public accountants designated by Landlord and the decision of said accountants shall be conclusively binding on the parties. The party required to make payment under such adjustment shall pay all fees and expenses involved in such decision unless the payment represents five percent (5%) or less of the Expense Adjustment shown on Landlord's Statement, in which case Tenant shall bear all such fees and expenses.

(f) **Proration and Survival.** With respect to any Adjustment Year which does not fall entirely within the term, Tenant shall be obligated to pay as Additional Rent for such adjustment year only a pro rata share of Additional Rent as herein above determined, based upon the number of days of the Term falling within the Adjustment Year. Following expiration or termination of this Lease, Tenant shall pay any Additional Rent due to the Landlord within thirty (30) days after the date of Landlord's Statement sent to Tenant. Without limitation on other obligations of Tenant which shall survive the expiration of the Term, the obligations of Tenant to pay Additional Rent provided for in this Section 2 shall survive the expiration or termination of this Lease.

(g) **No Decrease in Base Rent.** In no event shall any Additional Rent result in a decrease of the Base Rent payable hereunder as set forth in Section 1 hereof.

(h) **Additional Rent.** All amounts payable by Tenant as or on account of Additional Rent shall be deemed to be additional rent becoming due under this Lease.

(i) **Adjustment of Tenant's Proportionate Share.** If at any time in the future the number of rentable square feet of office space in the Building is reduced, by reason of change in the Building structure or by reason of the separation of ownership of a portion of the Building by a device such as vertical subdivision or submission of the Building to a condominium form of ownership, with the result that Tenant's Proportionate Share no longer reflects the percentage of office space in the Building for which Landlord is responsible for Taxes and Expenses, then Landlord shall be entitled to make an equitable adjustment in Tenant's Proportionate Share to reflect the change in such circumstances.

3. Use of Premises.

(a) Tenant shall use and occupy the Premises for Tenant's executive and general offices and/or a 24 hour-per-day commercial photocopy facility incorporating computer imaging and other uses ancillary thereto and for such related purposes as are described in subsection (b) of this Section 3 and for no other purpose. For the purposes of this Section 3, Tenant shall be deemed to include Tenant's permitted subtenants, assigns, and occupants.

(b) Landlord agrees that, in connection with and incidental to Tenant's use of the Premises for the office purposes and/or a 24 hour-per-day commercial photocopy facility incorporating computer imaging and other uses ancillary thereto set forth in subsection (a) of this Section 3, Tenant may, at Tenant's sole cost and expense, provided Tenant obtains any special amendments to the certificate of occupancy for the Premises and any other permits required by any governmental authority having jurisdiction thereof, if any, use portions of the Premises for (i) the preparation and service of food and beverages from a pantry kitchen or lounge all for the exclusive use by officers, employees and business guests of Tenant (but not for use as a public restaurant or by other tenants of the Building), (ii) the operation of vending machines for the exclusive use of officers, employees and business guests of Tenant, provided that each vending machine, where necessary, shall have a waterproof pan thereunder and be connected to a drain, and (iii) the installation, maintenance and operation of electronic data processing equipment, computer processing facilities and business machines, provided that such equipment is contained within the Premises and does not cause vibrations, noise, electrical interference or other disturbance to other tenants of the Building or the elevators or other equipment in the Building. With respect to any use permitted under this Section 3, any such use shall not violate any laws or requirements of public authorities, constitute a public or private nuisance, interfere with or cause physical discomfort to any of the other tenants or occupants of the Building, interfere with the operation of the Building or the maintenance of same as a first-class office building, or violate any of Tenant's other obligations under this Lease.

(c) Tenant hereby represents, warrants, and agrees that Tenant's business is not and shall not be offset printing. Anything contained herein to the contrary notwithstanding, Tenant shall not use the Premises or any part thereof, or permit its agents, employees or invitees to use the Premises or any part thereof, (i) for the business of offset printing, (ii) for a retail banking, trust company, depository, guarantee, or safe deposit business open to the general public, (iii) as a savings bank, a savings and loan association, or as a loan company open to the general public, (iv) for the sale to the general public of travelers checks, money orders, drafts, foreign exchange or letters of credit or for the receipt of money for transmission, (v) as a stock broker's or dealer's office or for the underwriting or sale of securities open to the general public, (vi) except as provided in subsection (b) of this Section 3, as a restaurant or bar or for the sale of confectionery, soda, beverages, sandwiches, ice cream, or baked goods or for the preparation, dispensing, or consumption of food or beverages in any manner whatsoever, (vii) as a news or cigar stand, (viii) as an employment agency, labor union office, physician's or dentist's office, dance, or music studio, school (except for the training of employees of Tenant), (ix) as a travel agency, or (x) as a barber shop or beauty salon. Nothing in this subsection (c) shall preclude Tenant from using any part of the Premises for photographic, multilith, or multigraph reproductions in connection with, either directly or indirectly, its own business or activities.

4. Prior Occupancy.

Landlord may authorize Tenant to take possession of all or any part of the Premises prior to the beginning of the Term or substantial completion of any work to be performed by Landlord pursuant to the Workletter, if any, attached hereto. If Tenant does take possession pursuant to authority so given, all of the covenants and conditions of this Lease shall apply to and shall control such occupancy. Rent for such occupancy shall be paid upon occupancy and on the first of each calendar month thereafter at the rate set forth in Section 1 and Section 2 hereof. If the Premises are occupied for a fractional month, Rent shall be prorated on a per diem basis. Notwithstanding the provisions of this Article to the contrary, Tenant's entry into the Premises prior to the beginning of the Term for the purposes of installing its equipment, furniture, fixtures and improvements shall not be construed as Tenant taking possession of the Premises.

5. Delivery of Possession.

(a) If the Landlord shall be unable to deliver possession of the Premises to Tenant in accordance with the provisions of this Lease on the Commencement Date set forth in the Schedule of Significant Terms for any reason, Landlord shall not be subject to any liability for failure to give possession. Under such circumstances the Commencement Date shall be the date provided in the Workletter attached hereto, if any, for the commencement of the Term, or if no such Workletter is attached, then on the date possession is delivered to Tenant or would have been delivered to Tenant but for Tenant delays described in the Workletter attached hereto, if any, or otherwise due in whole or in part, to any delay or fault on the part of Tenant. No such failure to give possession on the Commencement Date stipulated on the Schedule shall affect either the validity of this Lease or the obligations of the Tenant or Landlord hereunder, and the same shall not be construed to extend the Term. Tenant shall not be required to pay Rent to Landlord prior to the Commencement Date except in accordance with the provisions of Section 4 hereof.

(b) For purposes of this Lease and the Workletter attached hereto, if any, the Premises shall be deemed ready or available for Tenant's occupancy or possession, and any work to be performed by Landlord shall be deemed substantially complete when only minor or insubstantial details of construction, decoration, or mechanical adjustments which do not adversely affect Tenant's use of the Premises remain to be done in the Premises or any part thereof. In the event of any dispute as to whether the Landlord's Work is substantially complete, the decision of Landlord's architects shall be final and binding on the parties.

(c) Notwithstanding the provisions of this Article 5 to the contrary, if Landlord fails to substantially complete Landlord's Work to the Initial Premises as described in the Workletter and deliver the Initial Premises to Tenant by September 15, 2002, Tenant thereafter, but only so long as Landlord has not completed Landlord's Work, upon ten (10) days prior written notice to Landlord shall have the right to terminate this Lease and such termination date shall be construed as the Expiration Date of the Lease.

6. Alterations.

Tenant shall not, without the prior written consent of Landlord in each instance, make any alterations, improvements, or additions to the Premises. Landlord agrees not to unreasonably withhold, condition or delay its consent to any additions, alterations or improvements to be made by Tenant to the Premises provided same do not materially effect the structural, mechanical, electrical or plumbing systems of the Building or effect the exterior facia walls of the Premises; notwithstanding the foregoing, if Landlord consents to Tenant's additions, alterations or improvements and such modifications include additions to, or alterations or improvements of, the structural, mechanical, electrical or plumbing systems of the Premises, Landlord will permit Tenant's modifications to interface with the then existing structural, mechanical, electrical or plumbing systems of the Building provided such work is completed at Tenant's expense by employees of, or contractors hired by, Landlord, except to the extent Landlord gives its prior written consent to Tenant's hiring contractors.

If Landlord consents to said alterations, improvements, or additions, it may impose such reasonable conditions with respect thereto as Landlord deems appropriate, including, without limitation, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work, insurance against liabilities which may arise out of such work, plans and specifications and permits necessary for such work. The work necessary to make any alterations, improvements, or additions to the Premises shall be done at Tenant's expense by employees of, or contractors hired by, Landlord, except to the extent Landlord gives its prior written consent to Tenant's hiring contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof. Tenant will also pay to Landlord an amount equal to ten percent (10%) of all of the costs of such work to reimburse Landlord for its overhead and construction management services allocable to such work. Upon completion, Tenant shall deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Tenant shall defend and hold Landlord and the holder of any legal or beneficial interest in the land or Building harmless from all costs, damages, liens, and expenses related to such work, except for work performed by Landlord, its agents, employees or contractors. All work done by Tenant or its contractors pursuant to Sections 6 or 11 hereof shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies and the rules and regulations adopted by the Landlord for the Building. Within thirty (30) days after substantial completion of any such work by Tenant or its contractors, Tenant shall furnish to Landlord "as built" drawings of such work.

7. Services.

(a) The Landlord, as long as the Tenant is not in default under any of the covenants of this Lease, shall:

(i) Furnish heat and ventilation when necessary to provide a temperature condition required, in Landlord's reasonable judgment, for comfortable occupancy of the Premises and public common areas of the Building under normal business operations, daily from 8:00 a.m. to 5:00 p.m. (Saturdays 8:00 a.m. to 1:00 p.m.), Sundays and holidays (as hereinafter defined) excepted. The term "holidays" as used herein shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Landlord's agreements hereunder are subject to mandatory governmental restrictions on energy use;

(ii) Furnish air conditioning and ventilation to provide a temperature condition required, in Landlord's reasonable judgment, for comfortable occupancy of the Premises as required for permitted use during all time periods. Tenant acknowledging that Tenant will have control of the air conditioning thermostat.

(iii) Furnish electric current for lighting or power required for Tenant's permitted use of the Premises. Tenant agrees to purchase electric current for lighting or power from Landlord only, and to pay to Landlord the rates which would be charged by the Commonwealth Edison Company for the same service. Tenant shall also reimburse Landlord for Tenant's Share of the cost of the electricity used to operate the building package air conditioning units serving the Premises; Tenant's Share to be a fraction the numerator of which is the rentable square feet in the Premises served by the air conditioning unit and the denominator of which is the total rentable square feet in the Building served by such air conditioning unit. The charge for electrical current shall be due and payable at the same time as the installment of Base Rent with which it is billed, or if billed separately, shall be due and payable within fifteen (15) days after such billing. If Tenant shall fail to make payment for electric current, or in case Tenant shall be in default under any other provisions of this Lease, Landlord may, without notice to Tenant, shut off and discontinue the supply of electric current

for light and power in the Premises until such default is cured by Tenant and accepted by Landlord, and such act of shutting off the electric current shall not be held or pleaded as an eviction or a disturbance in any manner whatsoever of Tenant's possession, relieve Tenant from the payment of Rent when due, vary or change any other provisions of this Lease or render Landlord liable for damages of any kind whatsoever. All charges for electric current for light or power furnished by Landlord shall be regarded as additional rent and payable as Rent. It is mutually agreed that Landlord upon giving to Tenant thirty (30) days' prior written notice of its intention, may discontinue supplying electric current to Tenant without in any way affecting the other provisions of this Lease, and Landlord agrees that before it shall discontinue supplying electric current to Tenant it will provide Tenant with another source of supply of electric current and will connect the Premises with such other source of supply. The Electricity used during the performance of janitor service, the making of alterations or repairs in the Premises, the operation of the Premises' VAC System at times other than as provided in Section 7(a)(i) or the operation of any special air conditioning systems which may be required for data processing equipment or for other special equipment or machinery installed by Tenant, shall be paid for by Tenant. Tenant shall make no alterations or additions to the electric equipment or appliances installed by Tenant without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld. The electrical feeder or riser capacity serving the Premises on the Commencement Date shall be adequate to provide Building standard electrical loads of nine (9) watts of electricity per rentable square foot. Any additional feeders or risers to supply Tenant's additional electrical requirements, and all other equipment proper and necessary in connection with such feeders or risers, shall be installed by Landlord upon Tenant's request, at the sole cost and expense of Tenant, provided that, in Landlord's judgment, such additional feeders or risers are necessary and are permissible under applicable laws and insurance regulations and the installation of such feeders or risers will not cause permanent damage or injury to the Building or the Premises or cause or create a dangerous or hazardous condition or entail excessive or unreasonable alterations or interfere with or disturb other tenants or occupants or the Building and Tenant deposits with Landlord funds or other security acceptable to Landlord in the estimated amount of the cost of such installation, as determined by Landlord. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installed thereon.

(iv) Provide reasonable elevator service (including passenger and freight elevators) in the Building to accommodate the Building's tenants and occupants.

(v) Provide janitorial service, inclusive of trash removal from the Premises, to the public areas of the Building and to the Premises, Monday through Friday, holidays excepted, commensurate with the janitorial service provided by landlords in other first class office buildings in the downtown Chicago area.

(vi) Provide periodic window washing at reasonable intervals and reasonable lighting to the public common areas of the Building.

(vii) Provide reasonable restroom facilities and supplies on the floor of the Building on which the Premises is located and all other floors of the Building on which tenants are located to accommodate the requirements of tenants and occupants of the Building, their agents, employees and invitees.

(viii) Maintain and repair, at Tenant's sole cost and expense, the Premises and improvements therein, excluding, however, any improvements made by Tenant or damages caused by the acts or omissions of Tenant, its employees, agents or invitees.

(ix) Provide water and sewer service to break room located in the Premises.

(x) Maintain the Building and adjacent walkways in operating condition and reasonably free from debris, snow, and ice consistent with the operation of comparable office buildings in the downtown Chicago area.

(xi) Provide such extra or additional services as it is reasonably possible for the Landlord to provide, and as the Tenant may from time to time request, within a reasonable period after the time such extra or additional services are requested. Tenant shall, for such extra or additional services, pay at Landlord's scheduled rates therefor; such amount to be considered additional rent hereunder. All charges for such extra or additional services shall be due and payable within fifteen (15) days from tenant's receipt of invoice. Any such billings for extra or additional services shall include an itemization of the extra or additional services rendered, and the charge for each such service. Landlord's applicable schedule of charge rates for certain extra or additional services will be published from time to time by Landlord and made available to tenant at its request. Such schedule shall be subject to change during the Term from time to time.

(b) Failure by Tenant to promptly pay Landlord's proper charges for water (other than for drinking, lavatory, and toilet purposes) or other services shall give Landlord, upon not less than ten (10) days' notice, the right to discontinue furnishing such services until same are paid, and no such discontinuance shall be deemed an eviction or disturbance of Tenant's use of the Premises or render Landlord liable for damages or relieve Tenant from performance of Tenant's obligations under this Lease.

(c) Tenant agrees that Landlord and its agents shall not be liable in damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service when such failure or delay is occasioned, in whole or in part, by repairs, renewals, or improvements, by any strike, lockout, or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after Landlord's reasonable effort so to do, by any accident or casualty whatsoever, by the act or default of Tenant or other parties including without limitation Tenant's failure to maintain the Premises in good condition and repair, or by any cause beyond the reasonable control of Landlord; and such failures or delays shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or relieve the Tenant from paying Rent or performing any of its obligations under this Lease. Tenant shall notify Landlord if any service shall be stopped, whereupon Landlord will proceed diligently to restore such service as soon as reasonably possible.

(d) Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building.

(e) Landlord, throughout the Term of this Lease, shall have free access to any and all mechanical installations, and Tenant agrees that there shall be no construction of partitions or other obstructions made by Tenant or on Tenant's instruction which might interfere with the moving of the servicing equipment of Landlord to or from the enclosures containing said installations. Tenant further agrees that neither Tenant, nor its servants, employees, agents, invitees, licensees, or contractors shall at any time tamper with, adjust, or otherwise in any manner affect Landlord's mechanical installations.

(f) Tenant shall make arrangements directly with the telephone company servicing the Building for such telephone service in the Premises as may be desired by Tenant. If Tenant desires telegraphic, telephonic, burglar alarm, computer installations or signal service (which service shall be installed and maintained at Tenant's sole expense), Landlord shall, upon request, reasonably direct where and how all connections and wiring for such service shall be introduced and run. Landlord additionally shall have the right to approve or disapprove all plans and specifications for such service prior to any installation and to refuse permission for such installation if Landlord reasonably determines same could adversely affect an existing

system. In the absence of such directions, Tenant shall make no borings or cutting or install any wires or cables in or about the Premises and/or the Building.

8. Condition and Care of Premises.

(a) Tenant's taking possession of the Premises shall be conclusive evidence against Tenant, and upon said taking of possession Tenant shall execute an agreement with Landlord stating that the Premises, subject to Landlord's representations and obligations stated in this Lease, were then in good order and satisfactory condition, except for any so-called "punchlist" items detailed in said agreement and latent defects attendant to Landlord's Work under any Workletter attached hereto and made a part hereof, and upon completion of any punchlist items, Tenant shall also execute a supplement to said agreement accepting completion of the punchlist items. No promises of the Landlord to alter, remodel, improve, repair, decorate, or clean the Premises or any part thereof have been made, and no representation respecting the condition of the Premises, the Building, or the Land, has been made to Tenant by or on behalf of Landlord except to the extent expressly set forth herein, or in the aforesaid Workletter. This Lease does not grant any rights to light or air over or about the property of Landlord.

(b) Subject to Landlord's obligations stated herein and except for any damage resulting from any wanton or negligent act of Landlord or its employees and agents, and subject to the provisions of Section 15 hereof, Tenant shall, at its own expense, keep the Premises in good repair and condition and shall promptly and adequately repair all damage to the Premises caused by Tenant or any of its employees, agents, or invitees, including replacing or repairing all damaged or broken glass, fixtures, and appurtenances resulting from any such damage, under the supervision and with the approval of Landlord and within any reasonable period of time specified by Landlord. Tenant's obligation to maintain and repair the Premises shall also include, but not be limited to, all electrical, plumbing and mechanical systems serving the Premises from the point said systems connect to the base building systems on each floor. If Tenant does not do so promptly and adequately, Landlord may, but need not, make such repairs and replacements and Tenant shall pay Landlord the cost thereof on demand. In addition, upon Tenant's request, Landlord shall complete all such maintenance and make all such repairs at Tenant's sole cost and expense. Tenant shall take special care to keep all areas of the Premises which are visible by or accessible to the public, such as elevator lobbies and corridors, in good order and appearance consistent with the high standards and quality of a first-class office building.

(c) Whenever, in Landlord's opinion, Tenant's use or occupation of the Premises, including lighting, personnel, heat generating machines, or equipment, individually or cumulatively, causes the design loads for the system providing heat and air-cooling to be exceeded, to affect the temperature or humidity otherwise maintained by the heating, ventilating, and air conditioning system in the Premises or Building, Landlord may, but shall not be obligated to, temper such excess loads by installing supplementary heating or air-conditioning units in the Premises or elsewhere where necessary. In such event, the cost of such units and the expense of installation, including, without limitation, the cost of preparing working drawings and specifications, shall be paid by Tenant as additional rent within ten (10) days after Landlord's demand therefor. Alternatively, Landlord may require Tenant to install such supplementary heating or air-conditioning unit at Tenant's sole expense. Landlord may operate and maintain any such supplementary units, but shall have no continuing obligation to do so or liability in connection therewith. The expense resulting from the operation and maintenance of any such supplementary heating or air conditioning units, including rent for space occupied by any supplementary heating or air conditioning units installed outside the Premises, shall be paid by Tenant to Landlord as additional rent at rates fixed by Landlord. Alternatively, Landlord may require Tenant to operate and maintain any such supplementary units, also at Tenant's sole expense.

9. Return of Premises.

(a) At the termination of this Lease by lapse of time or otherwise or upon termination of Tenant's right of possession without terminating this Lease, Tenant shall surrender possession of the Premises to Landlord and deliver all keys and access cards to the Building and the Premises in Tenant's possession to Landlord and make known to the Landlord the combination of all locks of vaults then remaining in the Premises, and shall (subject to the provisions of Sections 9(b) and 9(c) below) return the Premises and all equipment and fixtures of the Landlord therein to Landlord in as good condition as the Premises were following completion of the tenant improvements existing as of the date of this Lease and as described in the Workletter, ordinary wear and tear, loss or damage by fire or other insured casualty, condemnation or damage resulting from the wanton or negligent act or omissions of Landlord or its employees, invitees and agents excepted, 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.

(b) All installations, additions, partitions, hardware, light fixtures, supplementary heat or air-conditioning units, non-trade fixtures and improvements, temporary or permanent, except movable furniture, movable partitions and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, that if Landlord directs that Tenant remove any of said non-Building Standard items at the end of the Term, excluding, however, the improvements installed by Landlord as described in the Workletter and the improvements located in the Premises as of the date of this Lease, then Tenant, at Tenant's sole cost and expense, shall promptly remove such of the installations, additions, partitions, hardware, light fixtures, non-trade fixtures, and improvements placed in the Premises by or on behalf of Tenant as are so designated by Landlord and repair any damage to the Premises caused by such removal, failing which Landlord may remove the same and repair the Premises and Tenant shall pay the cost thereof to Landlord on demand.

(c) At the sole option of Landlord, Tenant shall leave in place any floor covering without compensation to Tenant, or Tenant shall remove any floor covering installed by Tenant and all fastenings, paper, glue, bases, or other vestiges and restore the floor surface to its previous condition. Tenant shall remove Tenant's furniture, machinery, safes, trade fixtures, and other items of movable personal property of every kind and description from the Premises prior to the expiration of the Term or ten (10) days following termination of this Lease or Tenant's right of possession, whichever might be earlier, and notice by Landlord to Tenant, failing which Landlord may do so and thereupon the provisions of Section 17(f) shall apply.

(d) All obligations of Tenant hereunder shall survive the expiration of the Term or sooner termination of this Lease.

10. Holding Over.

The Tenant shall pay Landlord for each month (or fraction thereof) Tenant retains possession of the Premises or any part thereof after termination of this Lease, by lapse of time or otherwise, an amount which is one-and-one-half times the amount of rent for each month based on the annual rate of Rent applicable under Sections 1 and 2 to the period in which such possession occurs, prorated for any partial month, and Tenant shall also pay all damages, consequential as well as direct, sustained by Landlord by reason of such retention. Nothing in this Section contained, however, shall be construed or operate as a waiver of Landlord's right of re-entry or any other right of Landlord

11. Rules and Regulations.

Tenant agrees to observe the rights reserved to Landlord contained in Section 12 hereof and agrees, for itself, its employees, agents and invitees, to comply with the rules and regulations set forth in Rider A attached to this Lease and made a part hereof and such other reasonable rules and regulations as shall be

adopted by Landlord pursuant to Section 12(k) of this Lease. Any violation by Tenant of any of the rules and regulations contained in Rider A attached to this Lease or other Section of this Lease, or as may hereafter be adopted by Landlord pursuant to Section 12(k) of this Lease, may be restrained; but whether or not so restrained, Tenant acknowledges and agrees that it shall be and remain liable for all damages, loss, costs and expense resulting from any violation by the Tenant of any of said rules and regulations. Nothing in this Lease contained 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 and its beneficiary shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, invitees, or by any other person. Landlord and Tenant mutually agree that if the terms and conditions of the rules and regulations set forth in Rider A attached hereto or such rules and regulations adopted by Landlord pursuant to Section (12(k) of this Lease conflict with other terms and conditions of this Lease, the other terms and conditions of this Lease shall govern and control.

12. Rights Reserved to Landlord.

Landlord reserves the following rights, exercisable without notice (unless otherwise stated herein) and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of Tenant's obligations under this Lease:

- (a) To change the name or street address of the Building.
- (b) To install and maintain signs on the exterior and interior of the Building.
- (c) To prescribe the location and style of the suite number and identification sign or lettering for the Premises occupied by the Tenant.
- (d) To retain at all times, and to use in appropriate instances, pass keys to the Premises.
- (e) To grant to anyone the right to conduct any business or render any service in the Building, whether or not it is the same as or similar to the use expressly permitted to Tenant by Section 3.
- (f) To exhibit the Premises during the last twelve (12) months of the Term at reasonable hours, and, if Tenant is in default, to decorate, remodel, repair, alter, or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises.
- (g) To enter the Premises at reasonable hours for reasonable purposes, including inspection and supplying janitorial service or other service to be provided to Tenant hereunder.
- (h) To require all persons entering or leaving the Building during such hours as Landlord may from time to time reasonably determine to identify themselves to watchmen by registration or otherwise, and to establish their right to enter or leave in accordance with the provisions of applicable rules and regulations adopted by Landlord. Landlord shall not be liable in damages for any error with respect to admission to or eviction or exclusion from the Building of any person. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Landlord reserves the right to limit or prevent access to the Building during the continuance of the same, shut down elevator service, activate elevator emergency controls, or otherwise take such action or preventive measures deemed necessary by Landlord for the safety of the tenants or other occupants of the Building or the protection of the Building and the property in the Building. Tenant agrees to cooperate in any reasonable safety program developed by Landlord.

(i) To control and prevent access to common areas and other non-general public areas pursuant to the provisions of applicable rules and regulations adopted by Landlord.

(j) Provided that reasonable access to the Premises shall be maintained and the business of Tenant shall not be interfered with or disrupted unreasonably, Landlord reserves the right to relocate, enlarge, reduce or change lobbies, exits or entrances in or to the Building and to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Building or any part thereof, and any adjacent building, land, street or alley, including for the purpose of connection with or entrance into or use of the Building in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed, and may for such purposes erect scaffolding and other structures reasonably required by the character of the work to be performed, and during such operations may enter upon the Premises and take into and upon or through any part of the Building, including the Premises, all materials that may be required to make such repairs, alterations, improvements, or additions, and in that connection Landlord may temporarily close public entry ways, other public spaces, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Landlord, all without the same constituting an eviction of Tenant in whole or in part and without abatement of Rent by reason of loss or interruption of the business of Tenant or otherwise and without in any manner rendering Landlord liable for damages or relieving Tenant from performance of Tenant's obligations under this Lease. Landlord may at its option make any repairs, alterations, improvements and additions in and about the Building and the Premises during ordinary business hours and, if Tenant desires to have such work done during other than business hours, Tenant shall pay all overtime and additional expenses resulting therefrom.

(k) From time to time to make and adopt such reasonable rules and regulations, in addition to or other than or by way of amendment or modification of the rules and regulations contained in Rider A attached to this Lease or other Sections of this Lease, for the protection and welfare of the Building and its tenants and occupants, as the Landlord may determine. Tenant shall not be required to comply with such adopted rules and regulations unless Tenant has received notice of same.

13. Assignment and Subletting.

(a) Except as otherwise expressly provided herein, Tenant shall not, without the prior written consent of Landlord in each instance, (i) convey, mortgage, pledge, hypothecate, or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it, (ii) allow to exist or occur any transfer of or lien upon this Lease or the Tenant's interest herein by operation of law, (iii) assign this Lease or any of Tenant's rights hereunder, (iv) sublet the Premises or any part thereof, or (v) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Section 3 of this Lease or by anyone other than the Tenant and Tenant's employees. Landlord has the absolute right to withhold its consent, without giving any reason whatsoever, except as herein expressly provided to the contrary. The foregoing prohibitions shall also apply to any assignee or subtenant of Tenant.

(b) Prior to the Commencement Date, Tenant shall not assign this Lease or sublet all or any part of the Premises. If, after the Commencement Date, Tenant has procured an assignee or sublessee, Tenant shall, by written notice to Landlord, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after the date of Tenant's notice) to assign this Lease to such proposed assignee or sublet any part or all of the Premises to such proposed subtenant for the balance or any part of the Term. Upon receipt of such notice, Landlord shall have the right, to be exercised by giving written notice to Tenant within fifteen (15) days after receipt of Tenant's notice, to cancel the Lease in the case of a proposed assignment of this lease or a proposed subleasing of all the Premises, or to cancel the lease with respect to the portion to be so subleased by notice to Tenant in which latter event the Rent and Tenant's Proportionate Share as defined herein shall be adjusted on the basis of the number of square feet of Rentable

Area of the Premises retained by Tenant, and this Lease as so amended shall continue thereafter in full force and effect. If Landlord wishes to exercise such option to cancel, Landlord shall, within fifteen (15) days after Landlord's receipt of such notice from Tenant, send to Tenant a notice so stating and in such notice Landlord shall specify the date as of which such cancellation is effective, which date shall be not less than thirty (30) and not more than sixty (60) days after the date on which Landlord sends such notice. Tenant's notice given pursuant to this Section 13(b) shall state the name and address of the proposed subtenant or assignee, and a true and complete copy of the proposed sublease or assignment and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed subtenant or assignee shall be delivered to Landlord with said notice.

(c) If Landlord, upon receiving Tenant's notice given pursuant to Section 13(b), shall not exercise its right to cancel, Landlord will not unreasonably withhold its consent to Tenant's assignment of this Lease or subletting the space covered by its notice. In each case, such subletting or assignment shall also be subject to the following conditions:

- (i) Tenant is not in default of this Lease;
- (ii) Tenant has fully complied with the provisions of this Section 13;
- (iii) The assignee or subtenant is not a tenant of the Building or a governmental entity (or subdivision or agency thereof);
- (iv) Tenant has furnished Landlord with copies of all documents relating to the sublease or assignment arrangement between Tenant and the proposed subtenant or assignee, including financial statements, if requested by Landlord;
- (v) The proposed sublease or proposed assignment does not extend for a term beyond the initial Term of this Lease, nor does the sublease or assignment contain any options to extend or renew the term thereof beyond the initial Term of this Lease.
- (vi) The subtenant or assignee is of a character or engaged in a business which is, and the subtenant's or assignee's proposed use of the Premises, or portions thereof, is consistent with the standards of Landlord for the Building and the use permitted hereunder;
- (vii) A subletting will not result in more than two occupants of the Premises, including Tenant and all subtenants;
- (viii) The space to be subleased and the remaining portion of the Premises are both legally leasable units and suitable for renting;
- (ix) The assignee or subtenant is sufficiently financially responsible to perform its obligations under the sublease or assignment; and
- (x) The intended use by or business of the proposed assignee or sublessee will not conflict with any commitment by Landlord to any other tenant in the Building.

Landlord agrees to respond to Tenant's request for approval within thirty (30) days after submission of all documents.

(d) Notwithstanding the provisions of subparagraphs (a), (b), and (c) above, Landlord agrees that (i) as to an assignment or transfer by operation of law, Landlord shall have the right of consent

pursuant to subparagraph (b) above, but shall not have the option to cancel this Lease, provided such assignment or transfer is to a corporation which acquires substantially all of the stock of the Tenant; and (ii) as to an assignment of this Lease to a wholly-owned subsidiary of Tenant, Landlord shall not have the option to cancel nor shall Landlord have a right of consent.

(e) Consent by Landlord to any assignment, subletting, use, or occupancy or transfer shall not operate to relieve the Tenant from any covenant or obligation hereunder, and shall not be deemed to be a consent to or relieve Tenant, or any subtenant or assignee, from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, subletting, use, or occupancy.

(f) If Tenant, having first obtained Landlord's consent to any sublease or assignment, or if Tenant or a trustee in bankruptcy for Tenant, pursuant to Section 365 of the Bankruptcy Code, shall assign this Lease or sublet the Premises, or any part thereof, then in addition to the Rent then payable hereunder, Tenant shall pay to Landlord, as further additional rent on the first day of each month during the term of any such assignment or sublease, one hundred percent (100%) of the amount, if any, by which (x) the Assigned Area Rent exceeds (y) the product of the Current Monthly Rent multiplied by the Assigned Area. As used herein:

(i) "Assigned Area" shall mean the number of square feet of Rentable Area of the Premises (in the case of an assignment or sublet of the entire Premises) or of the Rentable Area of any space sublet by Tenant (in the case of a sublet of less than the entire Premises).

(ii) "Current Monthly Rent" shall mean the aggregate of all Monthly Base Rent and Additional Rent Progress Payments being paid by Tenant as of the effective date of an assignment or sublet, divided by the number of square feet of Rentable Area of the Premises.

(iii) "Assigned Area Rent" shall mean the current monthly base rent and other amounts payable by the subtenant or assignee for the Assigned Area.

(g) If Tenant is a corporation (other than a corporation whose stock is traded through a national or regional exchange or over-the-counter), any transaction or series of transactions (including without limitation any dissolution, merger, consolidation or other reorganization of Tenant, or any issuance, sale, gift, transfer or redemption of any capital stock of Tenant, whether voluntary, involuntary or by operation of law, or any combination of any of the foregoing transactions) resulting in the transfer of control of Tenant, other than by reason of death, shall be deemed to be transfer of Tenant's interest under this Lease for the purpose of Section 13. If Tenant is a partnership, any transaction or series of transactions (including without limitation any withdrawal or admittance of a partner or any change in any partners' interest in Tenant, whether voluntary, involuntary or by operation of law, or any combination of any of the foregoing transactions) resulting in the transfer of control of Tenant, other than by reason of death, shall be deemed to be a transfer of Tenant's interest under this Lease for the purpose of Section 13. The term "control" as used in this Section 13(g) means the power to directly or indirectly direct or cause the direction of the management or policies of Tenant. If Tenant is a corporation, a change or series of changes in ownership of stock which would result in direct or indirect change in ownership by the stockholders or an affiliated group of stockholders of less than fifty percent (50%) of the outstanding voting stock of Tenant as of the date of the execution and delivery of this Lease shall not be considered a change of control.

14. Waiver of Certain Claims; Indemnity by Tenant.

(a) To the extent not expressly prohibited by law, Tenant releases Landlord and its agents, servants, and employees, from and waives all claims for damages to person or property sustained by the 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, cause, or any existing or future condition, defect, matter, or thing in or about the Premises, the Building or any part of it, or from any equipment or appurtenance therein, or from any accident in or about the Building, or from any act or neglect of any tenant or other occupant of the Building or any part thereof or of any other person. This Section 14(a) shall not operate as a release of Landlord from liability for the negligent or intentionally wrongful conduct of Landlord or its agent or employees. This Section 14 shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors, or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and to any damage to automobiles parked in the garage in the Building or outside the Building and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. If any damage to the Premises or the Building or any equipment or appurtenance therein, whether belonging to Landlord or to other tenants or occupants of the Building or otherwise, results from any negligent or wrongful acts of the Tenant, its employees, agents, or invitees, Tenant shall be liable therefor and Landlord may, at its option, repair such damage and Tenant shall upon demand by Landlord reimburse Landlord for all reasonable costs of such repairs and damages in excess of amounts, if any, paid to Landlord under insurance covering such damages. All personal property belonging to the Tenant or any occupant of the Premises that is in the Building or the Premises shall be there at the risk of the Tenant or other person only and Landlord shall not be liable for damage thereto or theft or misappropriation thereof. All vehicles parked in the Building's garage or in the parking lots shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles.

(b) To the extent not expressly prohibited by law, Tenant agrees to hold Landlord and its agents, servants, and employees, harmless and to indemnify each of them against claims and liabilities, including reasonable attorneys' fees, for injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Premises arising from Tenant's negligence or wrongful acts or from 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 due to any other act or omission of the Tenant, its agents, or employees.

15. Damage or Destruction by Casualty.

(a) If the Premises or any part of the Building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or the Building untenable, then Landlord shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control. If any such damage renders all or a substantial portion of the Premises or the Building untenable, Landlord shall, with reasonable promptness after the occurrence of such damage and in good faith, estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed one hundred eighty (180) days from the date such damage occurred, then either Landlord or Tenant (but as to Tenant only if all or a substantial portion of the Premises are rendered untenable and the estimated time to substantially complete the repair or restoration of the Premises will exceed such one hundred eighty (180) days from the date of the fire or other casualty) shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing said estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness and all due diligence to repair and restore the Premises and the Building, subject to reasonable delays for insurance adjustments and delays caused by matters beyond

Landlord's control, and also subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease (except as hereinafter provided) if such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said one hundred eighty (180) days, so long as Landlord shall proceed with reasonable promptness and due diligence; provided, however, if Landlord is not able to complete the repair and restoration of the Building and the Premises within two hundred seventy (270) days from the date of the fire or other casualty, and the damage or destruction was not caused by the intentional or negligent act of Tenant, its agents or employees, then Tenant shall have the right to terminate this Lease at the end of such 270-day period. Notwithstanding anything to the contrary herein set forth: (i) if any such damage rendering all or a substantial portion of the Premises or Building untenable shall occur during the last year of the Term, then Landlord shall have the option to terminate this Lease by written notice to Tenant within thirty (30) days after the date such damage occurred, and if such option is so exercised, this Lease shall terminate as of the date of such damage; (ii) Landlord shall have no duty pursuant to this Section 15 to repair or restore any portion of alterations, additions or improvements made by Tenant in the Premises or improvements which are not Building Standard improvements except for improvements to the Premises which are affixed to the Premises and are not the personal property of Tenant; (iii) Landlord shall not be obligated (but may, at its option, so elect) to repair or restore the Premises or Building if any mortgagee applies proceeds of insurance to reduce its loan balance and the remaining proceeds, if any, available to Landlord are not sufficient to pay for such repair or restoration; and (iv) Tenant shall not have the right to terminate this Lease pursuant to this Section 15 if the damage or destruction was caused by the intentional or negligent act of Tenant, its agents or employees.

(b) In the event any such fire or casualty damage not caused by the intentional or negligent act of Tenant, its agents or employees, renders the Premises substantially untenable and Tenant is not occupying and able to use all of the Premises, ingress to and egress from the Premises is materially restricted and if this Lease shall not be terminated pursuant to the foregoing provisions of Section 15 by reason of such damage, then Rent shall abate during the period beginning with the date of such damage and ending with the date when Landlord substantially completes its repair and restoration work. Such abatement shall be in an amount bearing the same ratio to the total amount of Rent for such period as the portion of the Premises available for Tenant's use or repaired and restored by Landlord and not heretofore delivered to Tenant from time to time bears to the entire Premises. In the event of termination of this Lease pursuant to this Section 15, Rent shall be apportioned on a per diem basis and be paid to the date of such fire or other casualty.

(c) In the event of any such fire or other casualty, and if the Lease is not terminated pursuant to the foregoing provisions of this lease, Tenant shall repair and restore any portion of alterations, additions or improvements made by or on behalf of Tenant in the Premises, and during any such period of Tenant's repair and restoration following substantial completion of Landlord's repair and restoration work, Rent shall be payable as if said fire or other casualty had not occurred.

16. Eminent Domain.

If all or a substantial part of the Building, or any part thereof which includes all or any part of the Premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award to or for the benefit of Tenant. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Building, the taking of which would, in Landlord's reasonable opinion, prevent the economical operation of the Building, or if the grade of any street or alley adjacent to the Building is materially changed by any competent authority, and such taking or damage or change of grade makes it necessary or desirable

to remodel the Building to conform to the taking or damage, Landlord shall have the right to terminate this Lease upon not less than ninety (90) days' notice prior to the date of termination designated in the notice. In either of the events above referred to, Rent shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of termination, and the Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or the change of grade; provided, however, that Tenant shall have the right to pursue separately against the condemning authority any award available separately to Tenant for Tenant's moving and relocation expenses.

17. Default; Landlord's Rights and Remedies.

(a) The occurrence of any one or more of the following matters constitutes a Default by Tenant under this Lease:

(i) Failure by Tenant to pay Rent or any installment thereof when due if such failure continues for (5) days after written notice thereof from Landlord to Tenant;

(ii) Failure by Tenant to pay when due any other moneys required to be paid by Tenant under this Lease if such failure continues for five (5) days after written notice thereof from Landlord to Tenant;

(iii) Failure by Tenant to observe or perform any of the covenants in respect of assignment and subletting set forth in Section 13;

(iv) Failure by Tenant to cure forthwith, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of law or of this Lease;

(v) Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after notice thereof from Landlord to Tenant, provided, however, that Tenant shall not be in default with respect to matters which cannot reasonably be cured within thirty (30) days so long as within such thirty (30) day period Tenant commences such cure and diligently proceeds to complete the same at all times thereafter;

(vi) The levy upon or under execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within thirty (30) days from the date of such filing;

(vii) Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy (the transfer of a substantial part of the operations, business and personnel of Tenant to some other location being deemed, without limiting the meaning of the term "vacates or abandons", to be a vacation or abandonment within the meaning of this clause (vii)), unless Tenant thereafter continues to pay Rent due under this Lease;

(viii) Tenant becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Tenant or for the major part of his property;

(ix) A trustee or receiver is appointed for the Tenant or for the major part of its property and is not discharged within thirty (30) days after such appointment; and

(x) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law, or similar law for the relief of debtors, are instituted by or against Tenant, and, if instituted against Tenant, are allowed against it or are consented to by it or are not dismissed within sixty (60) days after such institution.

(b) If a Default occurs which has not been cured or remedied during the applicable grace period, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law:

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

(ii) Landlord may terminate the right of the Tenant to possession of the Premises without terminating this Lease by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of the Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and

(iii) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of the 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 recovery of all moneys due or to become due from the Tenant under any of the provisions of this Lease.

Any notice required to be given by Landlord pursuant to this Section 17(b) may be given concurrently with a notice of default pursuant to Section 17(a).

(c) If Landlord exercises either the remedies provided for in subparagraphs (i) or (ii) of the foregoing Section 17(b), Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to the Landlord, and Landlord may then or at any time thereafter re-enter and take complete and peaceful possession of the Premises, with or without process of law, full and complete license to do so being hereby granted to the Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be necessary, 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.

(d) If Landlord, pursuant to the provisions of Section 17(b)(ii) hereof, terminates the right of the 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 Term, and Landlord shall have the right to immediate recovery of all amounts then due hereunder. In addition, Landlord shall have the right, from time to time, to recover from the Tenant, and the Tenant shall remain liable for, all Rent and any other sums thereafter accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case, the Landlord may, but shall be under no obligation to (except to the extent required by law), relet the Premises or any part thereof for the account of the Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease) and upon such terms as the Landlord in the Landlord's sole discretion shall determine, and the Landlord shall not be required to accept any tenant offered by the Tenant or to observe any instructions given by the Tenant relative to such reletting. Landlord shall, however, cooperate with Tenant in order to relet the Premises and minimize Tenant's damages, but this obligation shall not require Landlord to divert any prospective tenants from any other portion of the Building. Also in any

such case the Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by the Landlord necessary or desirable and in connection therewith change the locks to the Premises, and the Tenant shall upon demand pay the cost thereof together with the 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 reentry, redecoration, repair and alterations and the expenses of reletting and second to the payment of Rent herein provided to be paid by the Tenant, and any excess or residue shall operate only as an offsetting credit against the amount of Rent as the same 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 to Landlord solely; provided that in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including Base Rent and Additional Rent) which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no Default occurred. No such re-entry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of the Tenant or as an election on Landlord's part to terminate this Lease unless a written notice of such intention be given to Tenant or shall operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, and the Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

(e) In the event of the termination of this Lease by Landlord as provided for by subparagraph (i) of Section 17(b), Landlord shall be entitled to recover from Tenant all the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by the Tenant, or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder, and in addition Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (x) the unamortized cost to the Landlord, computed and determined in accordance with generally accepted accounting principles, of the tenant improvements and alterations, if any, paid for and installed by Landlord pursuant to this Lease, and (y) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents at the same annual rate for the remainder of the Term as then in effect pursuant to the applicable provisions of Sections 1 and 2 of this Lease, over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, such present worth to be computed in each case on the basis of a per annum discount at one-half (1/2) of the corporate base rate of interest then in effect at the First National Bank of Chicago from the respective dates upon which such rentals would have been payable hereunder had this Lease 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.

(f) All property removed from the Premises by Landlord pursuant to any provision of this Lease or of law may be handled, removed or stored by Landlord at the cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All property not removed from the Premises within ten (10) days after receipt of notice by Tenant from Landlord or not retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

(g) If any action for breach of or to enforce any provision of this Lease is commenced, the court in such action shall award to the party in whose favor judgment is entered, a reasonable sum as attorneys' fees, which attorneys' fees shall be paid by the losing party in such action. Tenant shall pay all of Landlord's costs, charges, and expenses, including court costs and reasonable attorneys' fees, incurred by Landlord in any litigation in which Tenant causes the Landlord, without Landlord's fault, to become involved or concerned.

(h) In the event that Tenant shall file for protection under any Chapter of the Bankruptcy Code now or hereafter in effect, Landlord and Tenant agree, to the extent permitted by law, to request that the debtor-in-possession or trustee-in-bankruptcy, if one is appointed, assume or reject this Lease within sixty (60) days thereafter.

(i) Except as otherwise expressly provided in this Lease, Tenant hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any other notice or demand prescribed by any statute or other law.

(j) Landlord and Tenant agree that to the extent permitted by law, each shall and does waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any emergency or statutory remedy.

18. Subordination.

(a) Landlord may have heretofore or may hereafter encumber with a mortgage or trust deed the Building, the Land, the Real Property or any interest therein, and may have heretofore and may hereafter sell and lease back the Land, or any part of the Real Property, and may have heretofore or may hereafter encumber the leasehold estate under such lease with a mortgage or trust deed (any such mortgage or trust deed is herein called a "Mortgage" and the holder of any such mortgage or the beneficiary under any such trust deed is herein called a "Mortgagee". Any such lease of the underlying land is herein called a "Ground Lease", and the lessor under any such lease is herein called a "Ground Lessor". Any Mortgage which is a first lien against the Building, the Land, the Real Property, the leasehold estate under a Ground Lease or any interest therein is herein called a "First Mortgage" and the holder or beneficiary of any First Mortgage is herein called a "First Mortgagee"). If requested by the Mortgagee or Ground Lessor, Tenant will either (i) subordinate its interest in this Lease to said Mortgage, and to any and all advances thereunder and to the interest thereon, and all renewals, replacements, amendments, modifications, and extensions thereof, or to said Ground Lease, or to both, or (ii) make Tenant's interest in this Lease or certain of Tenant's rights hereunder superior thereto; and Tenant will promptly execute and deliver such agreement or agreements as may be reasonably required by the Mortgagee or by any such Ground Lessor; provided that Tenant covenants it will not subordinate this Lease to any Mortgage other than a First Mortgage without the prior written consent of the First Mortgagee.

(b) It is further agreed that (i) if any Mortgage shall be foreclosed, or if any ground or underlying lease be terminated, (A) the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser, or owner is the owner of an interest in the Building or Land and such liability shall not continue or survive after further transfer of ownership; and (B) upon request of the mortgagee or trustee, if any Mortgage shall be foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any Mortgage, or upon request of the Ground Lessor, if any Ground Lease shall be terminated. Tenant will attorn as Tenant under this Lease to the Ground Lessor, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (ii)

this Lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to adversely affect in any other respect to any material extent the rights of the Landlord, nor shall this Lease be canceled or surrendered, without the prior written consent, in each instance, of the First Mortgagee and of any Ground Lessor.

(c) Should any prospective First Mortgagee or Ground Lessor require a modification or modifications of this Lease, which modification or modifications will not cause an increase in the Rent stipulated hereunder or in any other way materially and adversely change the rights and obligations of Landlord or Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within fifteen (15) days following the request therefor. Should any Landlord or prospective Mortgagee or Ground Lessor require execution of a short form of lease for recording (containing the names of the parties, a description of the Premises, and the term of this Lease) or a certification from the Tenant concerning this Lease in such form as may be required by a prospective mortgagee or ground lessor, Tenant agrees to execute such short form of lease or certificate and deliver the same to Landlord within fifteen (15) days following the request therefor.

19. Mortgage Protection.

Tenant agrees to give the First Mortgagee, by registered or certified mail, a copy of any notice of default served upon the Landlord by Tenant, provided that, prior to such notice, Tenant has been notified in writing (by way of service on Tenant of a copy of assignment of rents and leases, or otherwise) of the address of such First Mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default within twenty (20) 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 twenty (20) days and is diligently pursuing the remedies or steps necessary to cure or correct such default), then the First 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 the First Mortgagee has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default). Until the time allowed, as aforesaid, for the First Mortgagee to cure such default has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of Landlord's default.

20. Default Under Other Leases.

If the term of any lease, other than this Lease, heretofore or hereafter made by Tenant for any space in the Building shall be terminated or terminable after the making of this Lease because of any default by Tenant under such other lease, such fact shall empower Landlord, at Landlord's sole option, to terminate this Lease by notice to Tenant or to exercise any of the rights or remedies set forth in Section 17.

21. Subrogation and Insurance.

(a) Landlord and Tenant agree to have all physical damage or material damage insurance which may be carried by either of them, and Tenant agrees to have all business interruption insurance which it carries, endorsed to provide that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery contained in any other Section of this Lease, but rather in confirmation and furtherance thereof, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of business interruption. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release and any waiver of claims shall not

be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release and waiver is to invalidate insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release and waiver in full force and effect).

(b) Tenant shall carry insurance during the entire Term hereof insuring Tenant and naming Landlord and Landlord's designated agents and beneficiaries and mortgagees as additional insureds with terms, coverages, and in companies reasonably satisfactory to Landlord and with such commercially reasonable increases in limits as Landlord may from time to time request, but initially Tenant shall maintain the following coverages in the following amounts:

(i) Comprehensive general liability insurance, including contractual liability insuring the indemnification provisions contained in this Lease, in an amount not less than \$2,000,000.00 combined single limit per occurrence;

(ii) "All risk" physical damage insurance, including sprinkler leakage, for the full replacement cost of all additions, improvements, and alterations to the Premises made by Tenant and of all office furniture, trade fixtures, office equipment, merchandise, and all other items of Tenant's property on the Premises; and

The foregoing insurance may be provided by a company-wide blanket insurance policy or policies maintained by or on behalf of Tenant, provided that the same is reasonably satisfactory to Landlord.

(c) Tenant shall, prior to the commencement of the Term and thereafter during the Term, furnish to Landlord policies or certificates issued by the respective carriers evidencing such coverage or replacements and renewals thereof, which policies or certificates shall state that such insurance coverage may not be changed or cancelled without at least thirty (30) days' prior written notice to Landlord and Tenant.

(d) Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authority and all requirements of Landlord's insurance companies, and shall not directly or indirectly make any use of the Premises other than the permitted use which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage. In the event of such increase in the cost of insurance or such requirement for additional insurance coverage, Tenant shall reimburse Landlord for the cost thereof.

22. Nonwaiver.

No waiver of any condition expressed in this Lease shall be implied by any neglect of either party to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting the provisions of Section 10, it is agreed that no receipt of moneys by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such moneys. It is also agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any moneys due, and the payment of said moneys shall not waive or affect said notice, suit or judgment.

23. Estoppel Certificate.

The Tenant agrees that from time to time upon not less than fifteen (15) days' prior request by Landlord, or the holder of any Mortgage or any ground lessor, the Tenant (or any permitted assignee, subtenant, licensee, concessionaire, or other occupant of the Premises claiming by, through, or under Tenant) will deliver to Landlord or to the holder of any Mortgage or ground lessor, a statement in writing signed by Tenant certifying if same is true and correct (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the lease as modified is in full force and effect and identifying the modifications); (b) the date upon which Tenant began paying Rent and the dates to which the Rent and other charges have been paid; (c) that to the best of Tenant's knowledge the Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that to the best of Tenant's knowledge the Premises have been completed in accordance with the terms hereof and Tenant is in occupancy and paying Rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of Rent other than that provided for in the Lease; (f) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any State thereof; and (g) such other matters pertaining to the Lease as may be required by Landlord, the holder of any Mortgage or ground lessor.

24. Tenant Authority to Execute Lease.

In case Tenant is a corporation, Tenant (a) represents and warrants that this Lease has been duly authorized, executed, and delivered by and on behalf of the Tenant and constitutes the valid and binding agreement of the Tenant in accordance with the terms hereof; (b) Tenant shall deliver to Landlord or its agent, concurrently with the delivery of this Lease, executed by Tenant, copies of certified resolutions of the board of directors (and shareholders, if required) authorizing the individual or individuals to execute this Lease on Tenant's behalf; and (c) until Landlord is notified in writing of a substitute therefor, Tenant's Authorized Representative set forth in the Schedule shall have full power and authority to take action on behalf of and to bind Tenant with respect to all matters relating to this Lease and the Premises. In case Tenant is a partnership, Tenant represents and warrants that all of the persons who are general or managing partners in said partnership have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformity with a valid and effective authorization therefor by all of the general or managing partners of such partnership, and is and constitutes the valid and binding agreement of the partnership and each and every partner therein in accordance with its terms. It is agreed that each and every present and future partner in Tenant shall be and remain at all times jointly and severally liable hereunder and that the death, resignation, or withdrawal of any partner shall not release the liability of such partner under the terms of this Lease unless and until the Landlord shall have consented in writing to such release.

25. Real Estate Brokers.

Tenant represents that Tenant has directly dealt with and only with the real estate broker or brokers disclosed in the Schedule (whose commission shall be paid by Landlord pursuant to a separate agreement with each such broker), as broker, in connection with this Lease and agrees to indemnify and hold Landlord harmless from all damages, liability, and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders claiming through Tenant for any commission alleged to be due such broker or brokers or finders in connection with its participating in the negotiation with Tenant of this Lease.

26. Notices.

In every instance where it shall be necessary or desirable for Landlord to serve any notice or demand upon Tenant, it shall be sufficient to send a written or printed copy of such notice or demand by United States registered or certified mail, postage prepaid, addressed to Tenant at the address set forth in the Schedule, in which event the notice or demand shall be deemed to have been served at the time the same was posted plus two (2) business days, or to serve any such notice or demand personally. Any such notice or demand to be

given by Tenant to Landlord shall, until further notice, be served personally or sent by United States registered or certified mail, postage prepaid, to Harold D. Rider & Associates, 300 West Adams, Chicago, Illinois 60606. Mailed communications to Landlord shall be deemed to have been served at the time the same were posted plus two (2) business days. Notwithstanding the foregoing, notices served with respect to emergency matters may be served personally or by telephone communication. Tenant is advised and acknowledges that until further notice to Tenant, Harold D. Rider & Associates, the present agent of Landlord, has authority to execute and deliver notices hereunder to Tenant on behalf of Landlord.

27. Miscellaneous.

(a) Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of Landlord and Tenant, but also their respective heirs, legal representatives, successors, and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of Section 13.

(b) No modification, waiver, or amendment of this Lease or of any of its conditions or provisions shall be binding upon Landlord or Tenant unless in writing and signed by Landlord and Tenant.

(c) Submission of this instrument for examination shall not constitute a reservation of or option for the Premises or in any manner bind Landlord and no lease or obligation on Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant; provided, however, the execution and delivery by Tenant of this Lease to Landlord or the agent of Landlord's beneficiary shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be revoked for fifteen (15) days after such delivery.

(d) The word "Tenant" whenever used herein shall be construed to mean Tenants or any one or more of them in all cases where there is more than one Tenant; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships, or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed. In all cases where there is more than one Tenant, the liability of each shall be joint and several.

(e) Clauses, plats, and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are hereby deemed a part hereof.

(f) The headings of Sections are for convenience only and do not limit, expand, or construe the contents of the Sections.

(g) Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer, or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

(h) Time is of the essence of this Lease and of each and all provisions thereof.

(i) All delinquent amounts (including, without limitation, Base Rent and Additional Rent) owed by Tenant to Landlord pursuant to any provision of this Lease shall bear interest at the annual rate of four percent (4%) in excess of corporate base rate of interest then in effect at Bank One from the date of the expiration of the applicable required notice period until paid, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

(j) The legal invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Lease.

(k) All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord (and its beneficiary and their agents) and Tenant.

28. Landlord's Authority and Quiet Enjoyment.

Landlord covenants and represents that it has full and complete authority to enter into this Lease under all of the terms, conditions, and provisions set forth herein, and, subject to the terms, provisions, and conditions hereof, so long as Tenant keeps and substantially performs each and every term, provision, and condition herein contained on the part of Tenant to be kept and performed and so long as Tenant is not in default hereunder, Tenant shall, during the Term hereof, peacefully and quietly enjoy the Premises and the use of the common areas of the Building without hindrance or molestation by Landlord.

29. Landlord.

The term "Landlord" as used in this Lease means only the owner or owners at the time being of the Building so that in the event of any assignment, conveyance, or sale, once or successively, of the Building, or any assignment of this Lease by Landlord, said Landlord making such sale, conveyance, or assignment shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such sale, conveyance, or assignment, and Tenant agrees to look solely to such purchaser, grantee, or assignee with respect thereto. This Lease shall not be affected by any such assignment, conveyance, or sale, and Tenant agrees to attorn to the purchaser, grantee, or assignee. The liability of Landlord for Landlord's obligations under this Lease shall be limited to the interest of Landlord in the Real Property and Tenant shall not look to any other property or assets of Landlord in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations.

30. Title and Covenant Against Liens.

The Landlord's title is and always shall be paramount to the title of the Tenant and nothing in this Lease contained shall empower the Tenant to do any act which can, shall, or may encumber the title of the Landlord. Tenant covenants and agrees not to suffer or cause any lien of mechanics or materialmen to be placed upon or against the Real Property, the Land, the Building, or the Premises or against the Tenant's leasehold interest in the Premises and, in case of any such lien attaching, to immediately pay and remove same.

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law, or otherwise, to attach to or be placed upon the Real Property, Land, Building, or Premises, and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If any such liens so attach and Tenant fails to pay and remove same within ten (10) days after Tenant obtains knowledge thereof, Landlord, at its election and with notice to Tenant, may pay and satisfy the same and in such event the sums so paid by Landlord, with interest from the date of payment at the rate set forth in Section 27(i) hereof for amounts owed Landlord by Tenant. Such sums shall be deemed to be additional rent due and payable by Tenant at once.

31. Upon Remodeling or Demolition of Building.

Landlord shall have the right to terminate this Lease at any time if Landlord, or the holder of legal title to the Building, proposes (or is required for any reason) to remodel or demolish the Building or any substantial portion of the Building and Landlord is terminating all or substantially all of the leases in the Building. Such termination shall become effective and conclusive by notice of Landlord to Tenant not less than ninety (90)

days prior to the effective date of such termination. If Landlord sells or causes to be sold the Building by conveyance of a deed or by assignment of the beneficial interest in the land trust holding legal title to the Building, or if Landlord enters into or causes to be entered into a ground lease for the Building and the land thereunder, then the purchaser of the Building or the ground lessee under such ground lease shall also have the right to terminate this Lease. Such termination shall become effective and conclusive by written notice from the purchaser or ground lessee to Tenant not more than ninety (90) days after the closing of such sale, or not more than ninety (90) days after execution of such ground lease, as the case may be, and not less than ninety (90) days prior to the effective date of such termination. No money or other consideration shall be payable by Landlord or such purchaser or ground lessee to Tenant for this right and the right hereby reserved to Landlord, the purchaser or ground lessee shall inure to all purchasers, assignors, lessees, transferees and ground lessees, as the case may be, and in addition to all other rights of Landlord. Notwithstanding the provisions of this Section 31 to the contrary, Landlord shall have no right to terminate this Lease in accordance with the provisions of this Section 31 unless Landlord simultaneously with the termination of this Lease terminates all other leases with tenants in the Building not located on the first floor of the Building.

32. Security Deposit.

Tenant shall deposit with Landlord upon execution of this Lease the Security Deposit stipulated in the monthly installments of Base Rent as stipulated in the Schedule (the "Deposit") as security for performance of Tenant's duties and obligations hereunder. The Deposit may be applied, in whole or in part, by Landlord to cure any default or defaults of Tenant hereunder or to pay any amounts payable by Tenant hereunder, without limiting, impairing, or being in lieu of any other remedy or remedies Landlord may have on account of any default by Tenant hereunder. Upon any such application, Tenant shall, within five (5) days after notice from Landlord, pay to Landlord the amount so applied in order that Landlord shall have the full amount of the Deposit on hand at all times during the Term after the same is deposited. The Deposit shall in no event be deemed an advance payment of rental or a limitation upon the damages recoverable by Landlord on account of any default by Tenant hereunder. Provided that Tenant shall not be in default in the performance of any of its obligations under this Lease, any balance of the Deposit remaining unapplied at the termination or expiration of this Lease shall be repaid to Tenant not later than thirty (30) days after such termination or expiration and Tenant's vacation of the Premises, without interest except to the extent required by statute or ordinance. If the Building is conveyed or leased (whether or not subject to this Lease) by Landlord and Landlord has transferred the Deposit to the purchaser or transferee, Landlord shall be released from all liability for repayment of the Deposit, and tenant shall look to Landlord's successor in interest or lessee, as the case may be, for repayment thereof. The preceding sentence shall apply to each subsequent conveyance or lease of the Building. The Deposit shall not be assigned or encumbered by Tenant, and any purported such assignment or encumbrance shall be void.

33. Early Termination.

Tenant shall have the option to terminate this Lease (the "Termination Option") effective as of July 31, 2005 (the "Early Termination Date"), upon and subject to the following terms and conditions:

(a) Tenant delivers to Landlord on or before January 31, 2005 written notice of Tenant's election to exercise the Termination Option (the "Termination Notice");

(b) Tenant has no uncured default under this Lease on the date of Landlord's receipt of the Termination Notice; and

(c) Tenant pays Landlord prior to the Early Termination Date a cancellation fee in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00).

If Tenant timely and properly exercises the Termination Option, the Lease shall terminate as of the Early Termination Date, Rent shall be paid through and apportioned as of such date, and neither Landlord nor Tenant shall have any further rights or obligations under this Lease except such rights or obligations which survive any expiration of this Lease.

34. Signage.

Landlord, at Landlord's expense, prior to the Commencement Date, shall install Landlord's Building Standard signage at the Premises entrance and in the Building directory incorporating Tenant's name and suite number. Modifications to such signage due to a change in Tenant's name or a Landlord-approved assignment of this Lease or sublease by Tenant shall be promptly made by Landlord upon Tenant's request and prepaid expense.

35. Elevators.

Tenant, and its agents and employees, shall have the right to use the freight elevator located in the Building to transport paper products to and from the Premises between the hours of 8:00 am and 12:00 am; provided, however, Tenant is required to schedule with Landlord for use of the freight elevator between the hours of 4:30 pm and 12:00 am. Tenant shall not use passenger elevators to transport paper products unless such paper products are hand carried or the freight elevator is unavailable for Tenant's use.

36. Temporary Space.


Landlord shall provide Tenant with temporary space in the Building until such time as the Initial Premises are available for occupancy by Tenant. Such temporary space is located on the third (3rd) floor of the Building and is known as Suite 310 (the "Temporary Space"), such space delineated in red on Exhibit B attached hereto. The Temporary Space shall be available to Tenant on July 15, 2002, and shall be leased to Tenant in its current "as is" condition with no work to be completed by Landlord unless requested by Tenant and at Tenant's sole cost and expense. Tenant shall pay Landlord \$26.00 per day as Rent for the Temporary Space (exclusive of the cost of electricity, which shall be billed to tenant separately) and shall occupy such Temporary Space with all rights, liabilities and obligations of Tenant under this Lease.

[Signature block on next page]

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the date first above written.

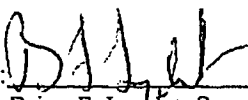
LANDLORD:

HAROLD D. RIDER & ASSOCIATES, a division
of Realty & Mortgage Company, as Agent for 300
Adams Venture

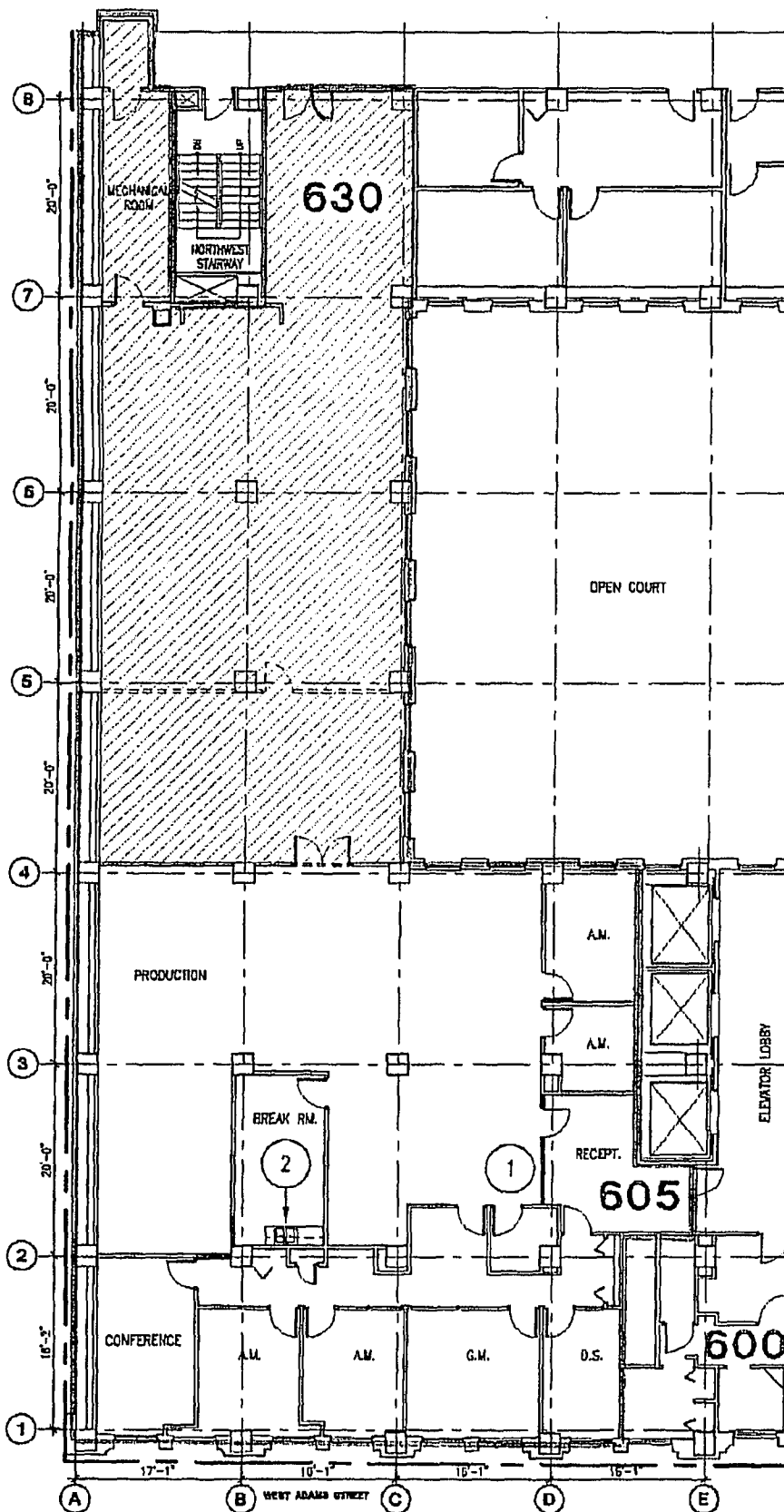
By: 

TENANT:

ON-SITE SOURCING, INC., a Delaware
corporation

By: 
Brian F. Leydet, Sr.
Executive Vice President Operations

TB-G



NOTES:

- 1 EXTEND EXISTING CEILING GRID ABOVE
- 2 NEW SINK, COUNTER AND CABINETS

SYMBOLS ABBREVIATIONS:

== = WALLS TO BE REMOVED

NEW PARTITIONS

PHASE TWO:
OFFICE EXPANSION

EXHIBIT A

SIXTH FLOOR PLAN
SCALE 1/8" = 1'-0"



CARL R. KLIMEK & ASSOCIATES ARCHITECTS / PLANNERS 176 N. FRANKLIN SUITE 210, CHICAGO, ILLINOIS 60608 312-230-0774 FAX 312-230-4585	date: 7/09/02 dwg no: SK-7-09-02 Scheme B	project: NITRAD 300 W. Adams Suite 605 1790	title: down scale: 1/8" = 1'-0"
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Handwritten signature/initials

RIDER A

RULES AND REGULATIONS

(1) The sidewalks, walks, entries, corridors, concourses, ramps, staircases, escalators, and elevators (other than Tenant's freight elevator) shall not be obstructed or used by Tenant, or the employees, agents, servants, invitees, or licensees of Tenant for any purpose other than ingress and egress to and from the Premises. No bicycle or motorcycle shall be brought into the Building or kept on the Premises without the consent of Landlord.

(2) No freight, furniture, or bulky matter of any description will be received into the Building or carried into the elevators (other than freight elevator) except in such a manner, during such hours, and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled in advance. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards, and such other reasonable safeguards as Landlord shall require.

(3) Tenant, or the employees, agents, servants, invitees, or licensees of Tenant shall not at any time place, leave, or discard any rubbish, paper, articles, or objects of any kind whatsoever outside the doors of the Premises or in the corridors or passageways.

(4) 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 for offices, and, upon written notice from Landlord, Tenant will refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

(5) Tenant shall not place, or cause or allow to be placed, any sign or lettering whatsoever in the windows of the Premises or in any other location in the Premises where such signage can be seen from outside the Premises. All lettering and graphics on corridor doors must be approved in writing by Landlord, such approval not to be unreasonably withheld.

(6) Canvassing, soliciting, or peddling in the Building is prohibited and Tenant shall cooperate to prevent same.

(7) Any person in the Building will be subject to identification by employees and agents of Landlord. All persons in or entering Building shall be required to comply with the security policies of the Building. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss, or damage.

(8) Except as otherwise explicitly permitted in its lease, Tenant shall not do any cooking or conduct any restaurant, luncheonette, automat, or cafeteria for the sale of or permit the delivery of any food or beverage intended for resale to the Premises, except by such persons delivering the same as shall be approved by Landlord and only under regulations fixed by Landlord. Tenant may, however, operate a coffee bar by and for its employees, agents or invitees.

(9) Tenant shall not, without Landlord's prior written approval, bring or permit its agents, employees or invitees to bring or keep in or on the Premises any inflammable, combustible, corrosive, caustic, poisonous, or explosive substance, or cause or permit its agents, employees or invitees to cause any odors to permeate in or emanate from the Premises.

(10) Tenant shall not mark, paint, drill into, or in any way deface any part of the Building or Premises. No boring, driving of nails or screws, cutting, or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. Tenant shall not install any resilient tile or similar floor covering in the Premises except with the prior approval of Landlord.

(11) No additional locks, bolts or other security devices of any kind shall be placed on any door in the Building or the Premises and no lock on any door therein shall be changed or altered in any respect without the consent of Landlord. Landlord shall furnish twenty (20) keys for each lock on exterior doors to the Premises and twenty (20) access cards for the Building lobby and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys and access cards in Tenant's possession shall be returned to Landlord upon termination of this Lease, and Tenant shall reimburse Landlord for any such access cards not returned to Landlord. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times, and left locked when the Premises are not in use. Tenant shall promptly advise Landlord of any lost keys or access cards and of any keys or access cards retained by former employees of Tenant.

(12) Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

day (13) Tenant shall not advertise for *day* laborers giving the Premises as an address, nor pay such laborers at a location in the Premises.

(14) The requirements of Tenant will be attended to only upon application at the office of Landlord in the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

(15) No awnings, draperies, shutters, or other interior or exterior window coverings that are visible from the exterior of the Building or from the exterior of the Premises within the Building may be installed by tenant except as otherwise provided for therein.

(16) No portion of the Premises or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.

(17) Tenant shall at all times keep the Premises neat and orderly.

(18) 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 without Landlord's prior written approval.

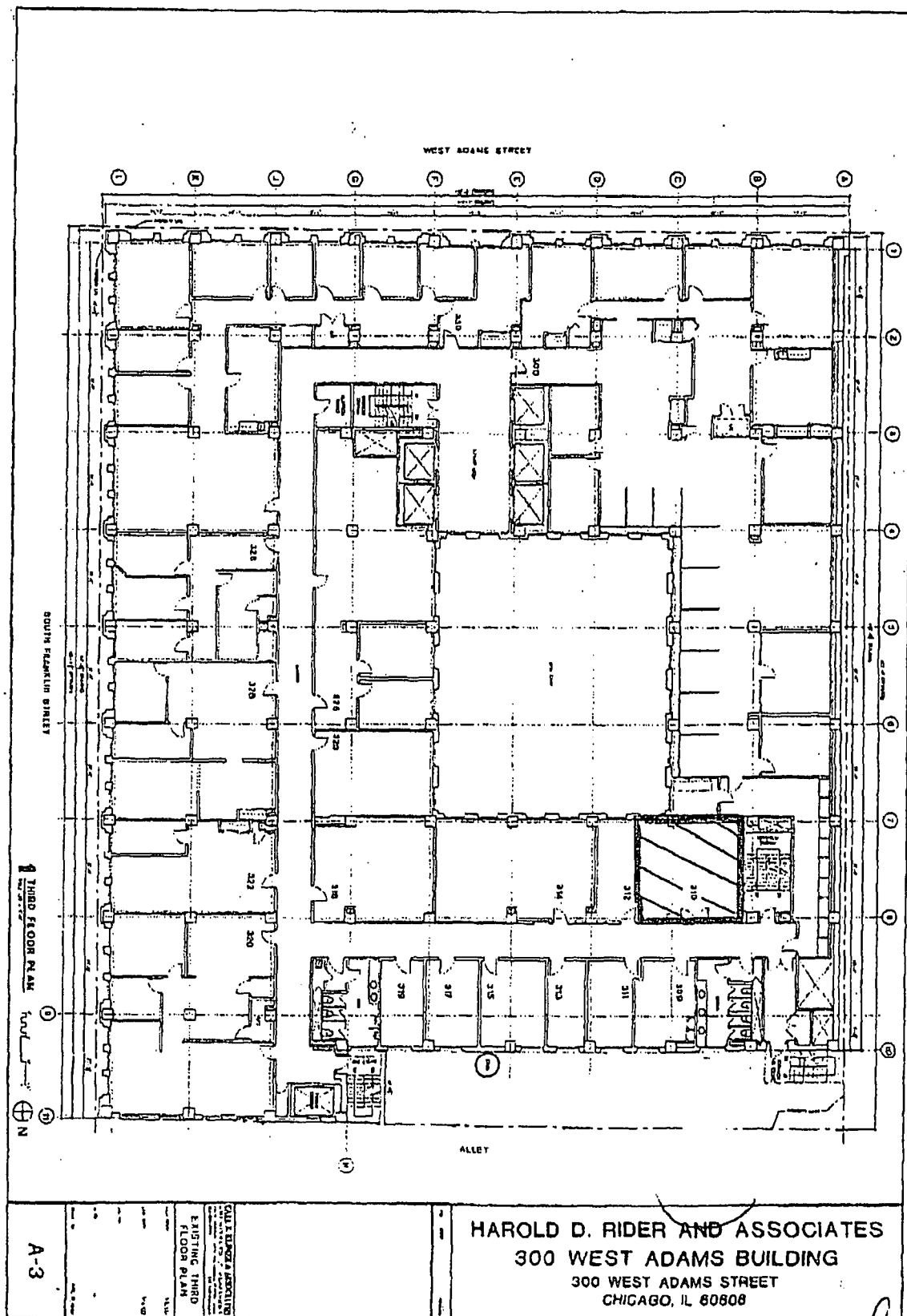
(19) The water and wash closets, drinking fountains, and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, invitees, or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

(20) Tenant shall not serve, nor permit the serving of alcoholic beverages in the Premises unless Tenant shall have procured Host Liquor Liability Insurance, issued by companies and in amounts reasonably

satisfactory to Landlord, naming Landlord and its designated agents and mortgagees, as an additional party insureds.

REB

EXHIBIT L



WORKLETTER

300 WEST ADAMS STREET
Chicago, Illinois

Landlord, at Landlord's expense, shall use reasonable efforts to promptly complete the work (the "Landlord's Work") in the Premises as set forth in Attachment 1 to this Workletter. Notwithstanding the provisions of the Lease to the contrary, (i) the Commencement Date of this Lease shall be the later of August 1, 2002 or upon the substantial completion of Landlord's Work to the Initial Premises area, (iii) Landlord shall not be required to deliver on the Commencement Date, and the Premises area shall not include the Additional Premises, (iv) the Monthly Base Rent shall remain \$6,213.00 until Landlord substantially completes Landlord's Work to the Additional Premises and delivers the Additional Premises to Tenant, and (v) Tenant shall have the right to terminate this Lease upon ten (10) days prior notice to Landlord if Landlord does not substantially complete Landlord's Work to the Additional Premises and deliver the Additional Premises to Tenant on or before August 15, 2003.

Building Standard (or building standard) as such term is used in the Lease, shall mean the quality, workmanship and type of materials generally used in the installation of improvements in the Building.

Attachment 1

Initial Premises Work

Landlord shall complete Landlord's Work in the Premises area containing approximately 4,030 rentable square feet (the "Initial Premises") as described below:

1. Remove all doors and partitions as shown on Exhibit A (inclusive of electrical and plumbing contained therein). Remove other doors and partitions existing in the Initial Premises, as required, but not shown on Exhibit A.
2. Remove all existing floor coverings and floor base in the Initial Premises.
3. Install building standard 2' x 4' ceiling light fixtures as necessary to provide approximately 70 foot candles of light in the area labeled Production as shown on Exhibit A.
4. Install building standard duplex electrical outlets in the area shown on Exhibit A labeled D.S., G.M., A.M., Conf., Recpt., I.M. and P.M. (locations to be selected by Tenant) if such areas do not have at least one existing duplex electrical outlet.
5. Install twenty (20) building standard duplex electrical outlets in the Initial Premises (locations to be selected by Tenant).
6. Install six (6) building standard dedicated 208/240 v., 60 hz., 20 amp. electrical outlets on building standard power poles in the area labeled Production as shown on Exhibit A (plug configurations and locations to be designated by Tenant).
7. Install twelve (12) building standard dedicated 110 volt, 20 amp. electrical outlets on building standard power poles or wall outlets in the area labeled Production as shown on Exhibit A (plug configurations and locations to be designated by Tenant).
8. Install building standard upper and lower cabinets and countertop (color to be selected by Tenant) in the area designated Bk. Rm. as shown on Exhibit A.
9. Install a building standard stainless steel sink and faucet and appropriate plumbing in the Bk. Rm. to provide hot and cold water to the faucet.
10. Install building standard partition, taped, floated, sanded and ready for paint in the Initial Premises as shown on Exhibit A.
11. Repair all existing improvements in the Initial Premises as necessary to deliver same in a first class condition.
12. Install building standard window blinds on all exterior windows in the Initial Premises.

13. Repaint all walls in the Initial Premises with two (2) coats of building standard paint (color and type to be selected by Tenant).
14. Install building standard air conditioning (in an amount not to exceed 10 tons) outside the Initial Premises in the Mechanical Room of the Additional Premises with necessary building standard ceiling supply diffusers, above-ceiling ducts, returns, thermostats and dampers to provide necessary cooling to the Initial Premises.
15. Install building standard 1/8" vinyl tile (color to be selected by Tenant) in the areas labeled Production and Bk. Rm. as shown on Exhibit A.
16. Install building standard 32 oz. glue down carpet in all other areas of the Initial Premises not receiving vinyl tile.
17. Install new building standard floor base (color to be selected by Tenant) on all walls within the Initial Premises.
18. Rekey or install a new building standard lock at the Initial Premises entrance.
19. Provide a \$1,500 allowance for the installation of building standard mechanical key pad locks in the two doors entering the area labeled Production as shown on Exhibit A.
20. Install all other building standard improvements required to deliver the Initial Premises in compliance with all applicable governmental laws, codes, acts, rules, regulations and requirements and as required by Landlord's insurance provider.
21. Repair, replace or install (as necessary) building standard ceiling tile and grid throughout the Initial Premises.

Additional Premises Work

Landlord shall complete Landlord's Work in the Additional Premises area (shown highlighted in yellow on Exhibit A) containing approximately 3,194 rentable square feet (the "Additional Premises") as described below:

1. Remove the partition between the Initial Premises and Additional Premises.
2. Remove all existing partitions (inclusive of electrical and plumbing) and doors located within the Additional Premises (excluding partitions and doors in or to the Mechanical Room).
3. Remove all existing floor coverings located in the Additional Premises.
4. Install, repair or replace as necessary building standard ceiling tile and grid in the Additional Premises.

5. Install, repair or replace building standard 2' x 4' ceiling light fixtures as necessary to provide 70 foot candles of light in the Additional Premises.
6. Install twenty (20) building standard duplex electrical outlets in the Additional Premises (locations to be selected by Tenant).
7. Install ten (10) building standard dedicated ²⁰~~208/240~~ volt, 60 hz., 20 amp. electrical outlets on building standard power poles in the Additional Premises (locations and plug configurations to be designated by Tenant).
8. Install building standard 1/8" vinyl tile throughout the Additional Premises (color to be selected by Tenant).
9. Install building standard double doors to the Additional Premises as shown on Exhibit A.
10. Install building standard window blinds (color to be selected by Tenant) on all exterior windows in the Additional Premises.
11. Install building standard base (color to be selected by Tenant) on all walls in the Additional Premises.
12. Install building standard air conditioning (in an amount not to exceed 7½ tons) in the Mechanical Room of the Additional Premises area with necessary building standard ceiling supply diffusers, returns, above-ceiling duct and dampers to provide necessary cooling to the Additional Premises.
13. Provide a \$1,000 allowance for the installation of a building standard key pad lock on the double doors entering the Additional Premises.
14. Repair or replace as necessary all existing improvements in the Additional Premises to deliver same in good working order and a first class condition.
15. Install all other building standard improvements in the Additional Premises as required by applicable governmental laws, codes, acts, rules, regulations and requirements and as required by Landlord's insurance provider.
16. Repaint all walls in the Additional Premises with two (2) coats of building standard paint (color and type to be selected by Tenant).

FIRST AMENDMENT

THIS FIRST AMENDMENT (the "Amendment") is made and entered into as of April 30, 2004, by and between 300 ADAMS VENTURE, an Illinois general partnership, sole beneficiary of LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated 12/23/69 and known as trust no. 40364 ("Landlord") by its agent, EQUITY OFFICE MANAGEMENT L.L.C., a Delaware limited liability company, and ON-SITE SOURCING, INC., a Delaware corporation ("Tenant").

RECITALS

- A. Landlord and Tenant are parties to that certain lease dated July 9, 2002 (the "Lease"). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 7,224 rentable square feet (the "Original Premises") described as Suite No. 605 on the sixth (6th) floor of the building located at 300 West Adams Street, Chicago, Illinois 60606 (the "Building").
- B. Tenant has requested that additional space containing approximately 1,400 rentable square feet described as a portion of Suite No. 500 on the fifth (5th) floor of the Building shown on Exhibit A hereto (the "Temporary Space") be added to the Original Premises on a temporary basis and that the Lease be appropriately amended and Landlord is willing to do the same on the following terms and conditions.

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Expansion and Effective Date.

1.01. For the period commencing on May 1, 2004 (the "Temporary Space Effective Date") and ending on the Temporary Space Termination Date (as defined below), the Premises, as defined in the Lease, is temporarily increased from 7,224 rentable square feet on the sixth (6th) floor to 8,624 rentable square feet on the fifth (5th) and sixth (6th) floors by the addition of the Temporary Space, and during the Temporary Space Term (as defined below), the Original Premises and the Temporary Space, collectively, shall be deemed the Premises, as defined in the Lease.

1.02. The Term for the Temporary Space (the "Temporary Space Term") shall commence on the Temporary Space Effective Date and end on June 30, 2004, unless sooner terminated pursuant to the terms of the Lease (the "Temporary Space Termination Date"). The Temporary Space is subject to all the terms and conditions of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatement or other financial concession granted with respect to the Original Premises unless such concessions are expressly provided for herein with respect to the Temporary Space.

2. Base Rent. In addition to Tenant's obligation to pay Base Rent for the Original Premises, during the Temporary Space Term, Tenant shall pay Landlord the sum of \$2,300.00 per month as Base Rent for the Temporary Space, plus applicable state sales and use taxes, with each such installment payable on or before the first day of each month during the period beginning on the Temporary Space Effective Date and ending on the Temporary Space Termination Date, prorated for any partial month within the Temporary Space Term.

All such Base Rent, plus applicable state sales and use taxes, shall be payable by Tenant in accordance with the terms of the Lease.

3. Additional Security Deposit. No additional security deposit shall be required in connection with this Amendment.

4. Tenant's Pro Rata Share. Tenant shall not be obligated to pay Tenant's Pro Rata Share of Expenses and Taxes with respect to the Temporary Space, it being understood that such sum is included in the Base Rent payable with respect to the Temporary Space; provided, however, the foregoing shall not affect Tenant's obligation to pay Tenant's Pro

Rata Share of Expenses and Taxes with respect to the Original Premises as provided in the Lease.

5. Improvements to Temporary Space.

5.01. **Condition of Temporary Space.** Tenant has inspected the Temporary Space and agrees to accept the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements. Tenant shall vacate the Temporary Space on or prior to the Temporary Space Termination Date and deliver up the Temporary Space to Landlord in as good condition as the Temporary Space was delivered to Tenant, ordinary wear and tear excepted.

5.02. **Responsibility for Improvements to Temporary Space.** Any construction, alterations or improvements to the Temporary Space shall be performed by Tenant at its sole cost and expense using contractors selected by Tenant and approved by Landlord and shall be governed in all respects by the provisions of Section 9 of the Lease. In any and all events, the Temporary Space Effective Date shall not be postponed or delayed if the initial improvements to the Temporary Space are incomplete on the Temporary Space Effective Date for any reason whatsoever. Any delay in the completion of initial improvements to the Temporary Space shall not subject Landlord to any liability for any loss or damage resulting therefrom.

6. **Early Access to Temporary Space.** If Tenant is permitted to take possession of the Temporary Space before the Temporary Space Effective Date, such possession shall be subject to the terms and conditions of the Lease and this Amendment and Tenant shall pay Base Rent and Additional Rent applicable to the Temporary Space to Landlord for each day of possession prior to the Temporary Space Effective Date. However, except for the cost of services requested by Tenant (e.g. freight elevator usage), Tenant shall not be required to pay Rent for the Temporary Space for any days of possession before the Temporary Space Effective Date during which Tenant, with the approval of Landlord, is in possession of the Temporary Space for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

7. **No Extension or Expansion Options.** The parties hereto acknowledge and agree that any option or other rights contained in the Lease which entitle Tenant to extend the term of the Lease or expand the Premises shall apply only to the Original Premises and shall not be applicable to the Temporary Space in any manner.

8. **Holdover.** If Tenant should holdover in the Temporary Space after expiration or earlier termination of the Temporary Space Term, any remedies available to Landlord as a consequence of such holdover contained in Section 10 of the Lease or otherwise shall be applicable, but only with respect to the Temporary Space and shall not be deemed applicable to the Original Premises unless and until Tenant holds over in the Original Premises after expiration or earlier termination of the Term.

9. **Other Pertinent Provisions.** Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:

A. **10th Floor Lease.** If on or before April 30, 2005, Landlord and Tenant enter into a Lease under which Tenant rents the entire tenth (10th) floor of the Building, Landlord will credit the Base Rent paid by Tenant for the Temporary Space during the Temporary Space Term toward the first month's rent for the 10th floor space.

10. Miscellaneous.

10.01. This Amendment and the attached exhibits, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment. Tenant agrees that neither Tenant nor its agents or any other parties acting on behalf of Tenant shall disclose any matters set forth in this Amendment or disseminate or distribute any

information concerning the terms, details or conditions hereof to any person, firm or entity without obtaining the express written consent of Landlord.

- 10.02. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.
- 10.03. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.
- 10.04. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.
- 10.05. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.
- 10.06. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents (collectively, the "Landlord Related Parties") harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Amendment. Landlord agrees to indemnify and hold Tenant, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents (collectively, the "Tenant Related Parties") harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment.
- 10.07. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

[SIGNATURES ARE ON FOLLOWING PAGE]

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

WITNESS/ATTEST:

LANDLORD:

300 ADAMS VENTURE, an Illinois general partnership, sole beneficiary of LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated 12/23/69 and known as trust no. 40364

By: EQUITY OFFICE MANAGEMENT L.L.C., a Delaware limited liability company, as Agent

Name (print): J. KRETL

By: [Signature]
Name: C. J. DUMESQUE
Title: MANAGING DIRECTOR - LEASING

Name (print): _____

WITNESS/ATTEST:

TENANT:

ON-SITE SOURCING, INC., a Delaware corporation

Name (print): [Signature]

By: [Signature]

Name (print): Terrence Moschel

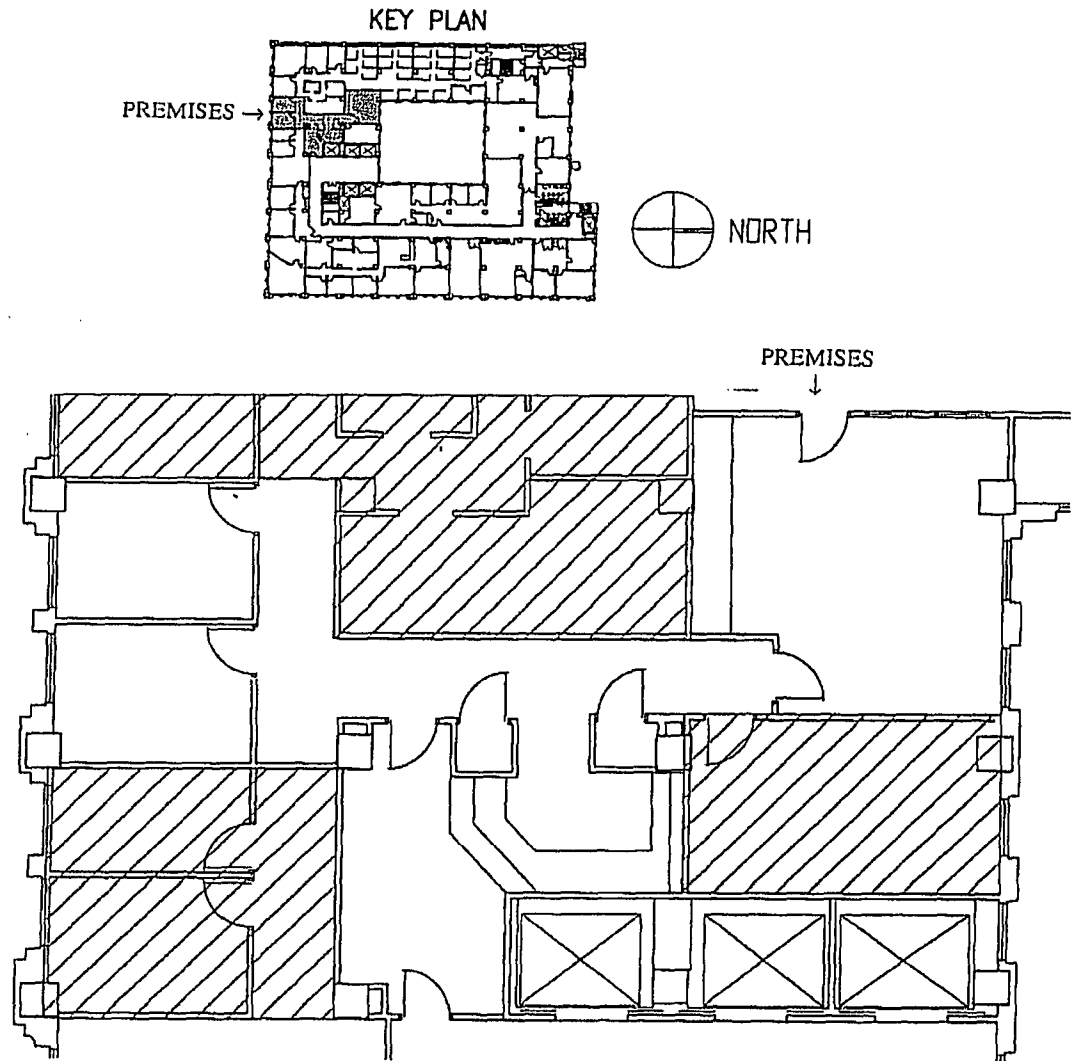
Name: Terrence Moschel

Name (print): Terrence Moschel

Title: Managing Director

EXHIBIT A

OUTLINE AND LOCATION OF PREMISES



SECOND AMENDMENT TO OFFICE LEASE AGREEMENT

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (the "Second Amendment") is made this 31 day of January, 2008, by and between 300 W. ADAMS (CHICAGO), L.L.C., a Delaware limited liability company ("Landlord") and ON-SITE SOURCING, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord (or Landlord's predecessor in interest) and Tenant entered into that certain Office Lease dated July 9, 2002 (the "Lease"), for Suite 605 of the building located at 300 West Adams Street, Chicago, Illinois ("Premises"); and

WHEREAS, Landlord (or Landlord's predecessor in interest) and Tenant entered into that certain First Amendment dated April 30, 2004 ("First Amendment") with respect to certain temporary space, the terms of which First Amendment are no longer applicable; and

WHEREAS, the Term of the Lease has expired and Tenant is currently a hold-over tenant; and -

WHEREAS, Landlord and Tenant desire to amend the Lease to reduce the size of the Premises, extend the Term, establish the rent due and payable under the Lease as extended, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Defined Terms. All capitalized terms used herein shall have the same meanings as in the Lease unless otherwise defined herein. *per*
2. Term. The Term of the Lease is hereby extended for a period of three (3) years effective ~~March 1~~ *April 30*, 2008 ("Effective Date") and shall terminate on ~~April 30~~ *March 31*, 2011 (such portion of the Term referred to as the "Extended Term"), unless sooner terminated in accordance with the terms of the Lease. Unless otherwise provided herein, the Extended Term shall be on the same terms and conditions as contained in the Lease. Except to the extent specifically provided herein, Tenant shall not be entitled to any rent abatement period, construction allowance, tenant improvements, or any other such economic incentives that may have been provided to Tenant in connection with entering the Lease. *per*
3. New Premises. From and after the Effective Date, the rentable square footage of the Premises shall be reduced to Three Thousand One Hundred Ninety Four (3,194) rentable square feet, as more fully depicted on Exhibit A attached hereto ("New Premises"). From and after the Effective Date, as applicable to the

Extended Term, all references in the Lease to the Premises shall be deemed to mean the New Premises.

4. Base Rent. As of the Effective Date, the schedule of Base Rent payable with respect to the New Premises during the Extended Term shall be the amounts listed in the following Base Rent Schedule, payable in accordance with the terms of the Lease.

<u>Period</u>	<u>\$/sq. ft. per year</u>	<u>Annual Pmt.</u>	<u>Monthly Pmt.</u>
4/1/08 <i>4/1/08</i>			
3/1/08 - 4/30/08	\$20.82	\$66,499.08	\$5,541.59
5/1/08 - 2/28/09	\$24.75	\$79,051.50	\$6,587.63
3/1/09 - 2/28/10	\$25.25	\$80,648.50	\$6,720.71
3/1/10 - 2/28/11 <i>3/31/11</i>	\$25.75	\$82,245.50	\$6,853.79

5. Additional Rent. It is understood and agreed that any terms and provision in the Lease concerning Additional Rent and/or Rent Adjustments shall remain in full force and effect including without limitation any provisions relating to increases or escalations based on real estate taxes, utility or other charges, operating expenses, insurance costs, or common area maintenance expenses. From and after the Effective Date, Tenant agrees in the event Taxes are abated or reduced by any taxing authority in whole or in part to assist Landlord in defraying the costs of renovation of the Building including, without limitation, those attributable to the Building being designated as a "Historic" or "Landmark" structure. such abatements or reductions shall accrue solely to the benefit of Landlord and Taxes shall be calculated without regard thereto. The rentable square footage of the Building during the Extended Term is deemed to be 252,530 rentable square feet. Tenant's Proportionate Share applicable to the Extended Term is 1.2648%. The Expense Stop Amount applicable to the Extended Term is the Expenses for the calendar year 2008. The Tax Stop Amount applicable to the Extended Term is Taxes for calendar year 2008, payable in the year 2009. Tenant shall continue to pay Additional Rent applicable to the period prior to the Effective Date in accordance with the terms of the Lease.

6. Rent Payments. All Rent payable under the Lease shall, until further notice, be paid to: 300 W. Adams (Chicago), L.L.C., c/o The PrivateBank and Trust Company, P.O. Box 64925, Chicago, Illinois 60664.

7. Condition of Premises. Tenant is in possession of the Premises and accepts the same "as-is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise on Exhibit A attached hereto, but in no event shall Landlord be obligated to expend in excess of \$35,000 in conjunction with the improvements set forth on Exhibit A. To the extent Landlord expends less than \$35,000 in making such improvements, any savings shall remain the sole property of Landlord. Tenant agrees to cooperate

with Landlord to enable Landlord to access the Premises at such time(s) as Landlord requires in order to construct such improvements

8. Suite Reference. From and after the Effective Date, the Premises shall be known as Suite 630.
9. Security Deposit. Landlord and Tenant acknowledge Landlord currently holds a cash security deposit in the amount of Twelve Thousand Four Hundred Twenty Six Dollars (\$12,426) ("Existing Deposit"). Landlord and Tenant further agree the Security Deposit shall, on or prior to the Effective Date, be increased to Forty Thousand Dollars (\$40,000) ("New Security Deposit"). Provided Tenant pays all rent and other monetary obligations when due under the Lease to Landlord applicable to the period prior to the Effective Date, the Existing Deposit shall constitute a portion of the New Security Deposit. The balance of the New Security Deposit in the amount of Twenty Seven Thousand Five Hundred Seventy Four Dollars (\$27,574) shall be delivered to Landlord on or before the Effective Date, in cash or pursuant to a letter of credit ("LOC"). If in the form of a LOC, the LOC shall be in form and substance and issued by a financial institution in all cases satisfactory to Landlord.
10. Inapplicable. The terms of Paragraphs 33, 36, the Workletter and the First Amendment are of no further force or effect.
11. Reaffirmation of Lease. Except as herein provided, the terms, conditions and provisions of the Lease and any supplements thereto are hereby reaffirmed and incorporated herein by reference and shall, except as hereby modified, in all respects, remain in full force and effect. Any reference in the Lease and this Amendment to the "Lease" shall mean the Lease, as amended by the Amendment.
12. Whole Agreement. This agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. As extended and amended herein, the Lease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Agreement, the latter provisions shall govern and control. Under no circumstances shall this Agreement be deemed to grant any right to Tenant to further extend the Lease, and any rights to extend or renew contained in the Lease are hereby deleted.

13. Notices: As of the date hereof, the all notices addressed to Landlord shall be sent to:

Landlord:

300 W. Adams (Chicago), L.L.C.
c/o 300 W. Adams (Management), L.L.C.
300 W. Adams Street, Suite 328
Chicago, Illinois 60606
Attention: Property Manager

With copy to:

Ungaretti & Harris LLP
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: James B. Smith

Tenant:

ONSITE / B. TRUCHMAN
2001 CRYSTAL DRIVE
SUITE 200
ARLINGTON VA 22202

14. No Broker. Tenant represents and warrants to Landlord, Tenant has not dealt with any real estate brokers in conjunction with this Second Amendment and agrees to indemnify and hold Landlord harmless from all damages, liability, and expense (including reasonable attorney's fees) arising from any claims or demands of any broker claiming through Tenant for any commissions in connection with this Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first above written.

LANDLORD:

300 W. ADAMS (CHICAGO), L.L.C.,
a Delaware limited liability company

By: 

Name: Patrick O'Connor
Title: V.P.

TENANT:

ON-SITE SOURCING, INC., a Delaware
corporation

By: 

Name: William F. Truchan
Title: COO

EXHIBIT A

New Premises



Fitzgerald Earles Architects, Inc.

1820 W. Hubbard, Suite 320, Chicago, IL 60622

312.491.9840 / Fax 312.491.9844

WJ

Client 300 W. ADAMS - SUITE 630

Sketch No. SK-1

Scale 1/32" = 1'-0"

File Name 300w-06base

RSF 3,194

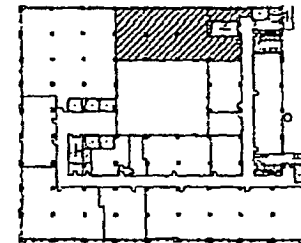
Project No. 07207.00

Date 12-20-07

Drawn by: NL Shl. Rev. XX

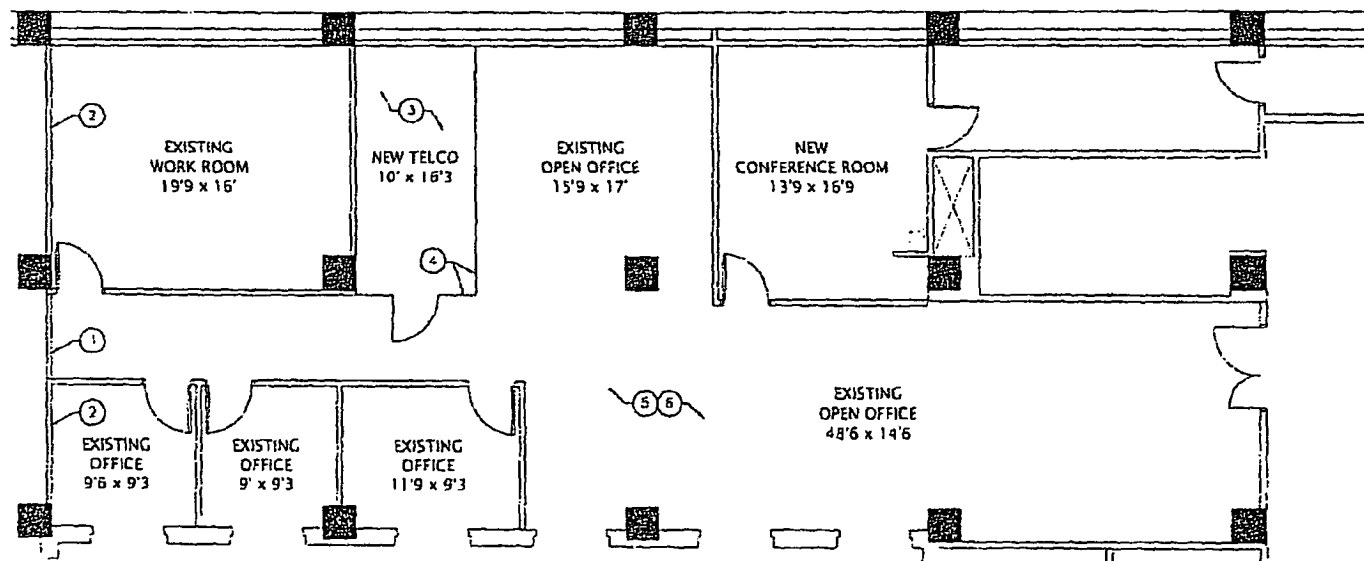
PLAN NOTES

- 1 NEW DEMISING PARTITION.
- 2 UPGRADE EXISTING WALL BETWEEN SUITES 630 AND 605 TO A DEMISING WALL.
- 3 RELOCATE EXISTING TELCO EQUIPMENT FROM SUITE 630.
- 4 PROVIDE NEW FULL HEIGHT CAGE AND DOOR FOR RELOCATED TELCO EQUIPMENT. FINAL DIMENSIONS TO BE DETERMINED.
- 5 EXISTING FLOORING TO REMAIN, THROUGHOUT.
- 6 NEW PAINT, THROUGHOUT.



KEY PLAN

SCALE: NOT TO SCALE



1 PLAN-SUITE 630
SCALE: 1/32" = 1'-0"



ON-SITE-Discovery

Vendor No: 300WA / Name: 300 W. Adams (Chicago), L.L.C.

2612

Invoice	Ref	Inv Date	Inv Amt	Discount	Adj Amt	Amt Paid
ADDITIONAL SECURITYDE		03/13/08	27574.00	0.00	0.00	27574.00

(Acct: 1007-000-00-000)

Check Date 03/13/08

Total

27574.00