

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of Indiana		PROOF OF CLAIM						
Name of Debtor: TWG CAPITAL, INC.	Case Number: 12-11019-BHL-11							
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.								
Name of Creditor (the person or other entity to whom the debtor owes money or property): LA/Shadeland Station, Inc.								
Name and address where notices should be sent: C. Daniel Motsinger & Kay Dee Baird Krieg DeVault LLP One Indiana Square, Suite 2800, Indianapolis, IN 46204-2079 Telephone number: (317) 636-4351 email: cmotsinger@kdlegal.com		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____						
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.						
1. Amount of Claim as of Date Case Filed: \$ <u>0.00</u> See Exhibit 1 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.								
2. Basis for Claim: <u>Claim under unexpired lease of nonresidential real property</u> (See instruction #2)								
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: <u>CBRE AGF Shadeland</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)						
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, 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 _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____						
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). </td> <td style="vertical-align: top;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). </td> </tr> </table> <div style="text-align: right;"> Amount entitled to priority: \$ _____ </div>			<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 \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, 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 \$2,775* 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)(____).
<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 \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, 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 \$2,775* 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)(____).						
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.								
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)								

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7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box:

- ☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
- (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: **Mark B. Greco**

Title: **Vice President**

Company: **LA/Shadeland Station, Inc.**

Address and telephone number (if different from notice address above):

(Signature)

(Date)

Telephone number: **(610) 854-9500** email: **markgreco@laxstation.com**

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.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re:)
)
TWG CAPITAL, INC.,) Case No. 12-11019-BHL-11
)
Debtor.)
_____)

EXHIBIT "1" TO PROOF OF CLAIM

The debtor, TWG Capital, Inc. ("Debtor"), is indebted to LA/Shadeland Station, Inc. ("Landlord"), for an as-yet undetermined amount with respect to which Landlord states as follows:

1. On September 14, 2012 (the "Petition Date"), the Debtor filed its voluntary Petition for Relief pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division.

2. Pursuant to that certain March 7, 2012 Office Lease Agreement (the "Lease"), by and between Debtor and Landlord for that certain realty Debtor refers to as 7434 Shadeland Station Way, Indianapolis, Indiana 46256 (the "Premises"), Landlord leased the Premises to Debtor. A true, correct and authentic copy of the Lease is attached hereto and made a part hereof as Exhibit A.

3. As a result of Debtor's filing its Chapter 11 petition herein, Landlord has the following claims, among others, against Debtor under the Lease:

a. Rent: Landlord reserves the right to file claims herein pursuant to 11 U.S.C. §§ 365 and 503, or otherwise, for all amounts due under the Lease, including

Minimum Annual Rent and Additional Rent (as defined in the Lease) for Debtor's post-petition use and occupancy of the Premises. Landlord also reserves the right to amend this claim, after the effective date, if any, of any rejection by Debtor of the Lease to assert Landlord's claims for damages resulting from Debtor's rejection of the Lease as provided by 11 U.S.C. §502(b)(6), which amount shall include, among other items, the Minimum Annual Rent and Additional Rent reserved under the Lease for the remaining term of the Lease (as limited by 11 U.S.C. §502(b)(6)).

b. Maintenance and Repair. Debtor is responsible for keeping the Premises in good condition, repair and appearance. Landlord hereby reserves the right to amend this Proof of Claim to assert claims for Debtor's breach of its covenants in this regard.

c. Insurance. Debtor also is required by the Lease to maintain policies of insurance pursuant to which Landlord is named an additional insured, and to not cancel such insurance without prior written notice to Landlord. Landlord hereby reserves the right to amend this Proof of Claim to assert claims for Debtor's breach of its covenants in this regard.

d. Attorney's Fees and Costs. By virtue of Debtor's default under the Lease, Debtor is liable to Landlord for Landlord's enforcement of its rights under the Lease, including but not limited to its attorneys' fees and costs, which amount Landlord is unable to quantify at this time, and hereby reserves the right to amend this Proof of Claim to assert.

4. Landlord files this claim as a secured claim pursuant to 11 U.S.C. §§ 506(a) & 553 to the extent of any sum owing from the Debtor to Landlord that Landlord may be entitled to setoff against any indebtedness of Landlord to the Debtor.

5. Landlord reserves the right to amend and supplement this claim (including filing additional evidence in support of this claim) or to file additional claims, including without limitation all other claims at law or in equity arising on or after the Petition Date, as well as any claims that may arise upon any future rejection by Debtor of any other executory contracts or leases between Debtor and Landlord. Landlord also reserves all rights accruing to him, and the filing of this Proof of Claim is not intended to be and shall not be construed as:

- (1) an election of a remedy;
- (2) a waiver of any past, present or future defaults or events of default; or
- (3) a waiver or limitation of any rights of Landlord.

Dated: June 6, 2013

Respectfully submitted,

LA/SHADELAND STATION, INC., an Indiana corporation

By: Mark B. Greco

Printed: Mark B. Greco

Title: Vice President

EXHIBIT A

**THIS
OFFICE LEASE AGREEMENT**

made by and between

LA/SHADELAND STATION, INC.,
an Indiana corporation

("Landlord")

and

TWG CAPITAL, INC.
a Delaware corporation

("Tenant")

Date: March 7, 2012

WJ

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ARTICLE 1 - LEASE OF PREMISES

Section 1.01. Basic Lease Provisions and Definitions.

- A. Leased Premises (shown as cross-hatched on Exhibit A attached hereto): Address: 7434 Shadeland Station Way, Indianapolis, Indiana 46256 ("Building"); Land: real estate located in Indianapolis, Marion County, Indiana upon which the Building is located; Property: the Building, the Common Areas and the Land, collectively;
- B. Rentable Area: approximately 4,127 usable square feet (as per mutually agreed space plan);
- Landlord shall use commercially reasonable standards, consistently applied, in determining the Rentable Area and the rentable area of the Building. Landlord's determination of Rentable Area shall be deemed correct for all purposes hereunder.
- C. Tenant Building Expense Percentage: 8.49%;
- D. Minimum Annual Rent:
- | | |
|---------|---|
| *Year 1 | \$ 36,111.24 per year (\$8.75 per USF); |
| Year 2 | \$ 37,143.00 per year (\$9.00 per USF); |
| Year 3 | \$ 38,174.96 per year (\$9.25 per USF); |
- E. Monthly Rental Installments:
- | | |
|----------------|------------------------|
| *Months 1 - 13 | \$ 3,009.27 per month; |
| Months 14 - 25 | \$ 3,095.25 per month; |
| Months 26 - 37 | \$ 3,181.23 per month; |
- *Notwithstanding any contrary terms or provisions contained in this Lease, the initial one (1) month of the Minimum Annual Rent shall be abated. Notwithstanding the foregoing, upon the occurrence of a Default (as defined in Section 13.01 hereof), then in addition to the remedies available to Landlord provided under this Lease or under applicable law, Landlord shall be entitled to recover, and Tenant shall immediately pay to Landlord, any previously abated Minimum Annual Rent otherwise due and payable under this Lease.
- F. Term: Thirty-seven (37) months; *earlier* 
- G. Target Commencement Date: The *later* of March 22, 2012 and ten (10) days following complete execution of this Lease by Landlord and Tenant;
- H. Security Deposit: 3,009.27;
- I. Brokers: CBRE, Inc. representing Landlord and Drury Investment Group representing Tenant;
- J. Permitted Use: General office purposes;
- K. Working Drawings Approval Date: Not Applicable;

L. Address for payments and notices as follows:

Landlord: LA/Shadeland Station, Inc.
c/o Urdang Capital Management, Inc.
630 West Germantown Pike
Suite 300
Plymouth Meeting, Pennsylvania 19462
Attn: Asset Management Department

With a Copy to: CBRE, Inc.
101 West Washington Street
Suite 1000 East
Indianapolis, Indiana 46204-3421
Attn: Angela R. Jones

With Rental
Payments to: CBRE AGF Shadeland
Property ID: OAMJ06
PO Box 6103
Hicksville, NY 11802-6103

Tenant: TWG Capital, Inc.
7434 Shadeland Station Way
Indianapolis, Indiana 46256
Attn: Mark Nendorf

M. Guarantor(s): None;

N. Landlord's Share of Operating Expenses: the Operating Expenses for the calendar year 2012 as calculated in accordance with Section 3.2A.2. of this Lease.

Section 1.02. Lease of Leased Premises.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord under the terms and conditions herein the Leased Premises.

ARTICLE 2 TERM AND POSSESSION

Section 2.01. Term.

The term of this Lease shall be the period of time specified in Item F of the Basic Lease Provisions ("Lease Term") and shall commence on (i) the Target Commencement Date as provided in Item G of the Basic Lease Provisions; or (ii) such earlier date as Tenant takes possession or commences use of the Leased Premises. If possession of the Leased Premises by Tenant is delayed because any tenant or other occupant thereof holds over, and Landlord is delayed, in acquiring possession of the Leased Premises, Landlord shall not be deemed in default, nor in any way liable to Tenant because of such delay, and

Tenant agrees to accept possession of the Leased Premises at such time as Landlord is able to tender the same, which date shall thenceforth be deemed the Commencement Date notwithstanding any other provisions herein to the contrary. The date of commencement as defined above, hereinafter called the "Commencement Date," and the "Expiration Date" shall be confirmed by Tenant in a letter of understanding in substantially the form of Appendix I attached hereto acknowledging (i) the Commencement Date of this Lease, and (ii) that Tenant has accepted the Leased Premises. In the event that the Commencement Date is a date other than the first day of a calendar month, Tenant and Landlord agree and acknowledge that the adjustments to the Minimum Annual Rent, as set forth in Item D of the Basic Lease Provisions, shall remain as of the first day of the calendar month as set forth therein based upon the anticipated Target Commencement Date. If Tenant takes possession of and occupies the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises and that the condition of the Leased Premises and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects.

Section 2.02. Construction of Tenant Finish Improvements and Possession.

By execution of this Lease, Tenant agrees and acknowledges, except as otherwise provided hereinbelow, that Landlord shall have no responsibility for the completion of any improvements, alterations, repairs or other modifications to the Leased Premises and the Tenant accepts the Leased Premises in its as is, where is condition for the Term of the Lease. Notwithstanding the foregoing, Landlord shall complete, at its sole cost and expense prior to the Commencement Date, the following improvements to the Leased Premises: demise the Leased Premises by installing drywall over the opening between the suites, strip the existing vinyl wall covering in the Leased Premises and paint the demising wall, install upper and lower cabinets with a sink on the demising wall, patch any holes in the Leased Premises using the vinyl wall covering removed from the demising wall, and install vinyl lettering on the entry glass to the Leased Premises.

The Space Plan for the Leased Premises shall be as set forth on Exhibit B attached hereto.

Section 2.03. Surrender of the Leased Premises.


Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair. Tenant shall remove its personal property, computer equipment, wiring and cabling (including above ceiling, at Landlord's option) in the Leased Premises, at its sole cost and expense. Tenant shall, at its expense, promptly repair any damage caused by any such removal, and shall restore the Leased Premises to the condition existing prior to the installation of the items so removed. All Tenant property which is not removed within ten (10) days following Landlord's written demand therefore shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. The provisions of this section shall survive the expiration or other termination of this Lease.

Section 2.04. Holding Over.

If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall become a tenant from month to month at Two Hundred Percent (200%) of the Monthly Rental Installment and Annual Rental Adjustment (as herein defined) for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants

and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease. Tenant shall vacate and surrender the Leased Premises to Landlord upon Tenant being given thirty (30) days prior written notice from Landlord to vacate. This Section 2.04 shall in no way constitute consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

Section 2.05. Early Occupation.

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Notwithstanding any contrary terms contained in the Lease to the contrary, Landlord shall afford Tenant and its employees, agents and contractors, access to the Leased Premises following execution of this Lease and at all reasonable times prior to the Target Commencement Date for purposes of installing its wiring and cabling. Tenant's access to the Leased Premises shall be at its sole cost, expense and risk and Tenant shall be responsible for all damage to the Leased Premises occasioned by or from its access. Tenant's entry upon and occupancy of the Leased Premises prior to the Commencement Date for installation of wiring and cabling shall be governed by and subject to all of the provisions, covenants and conditions of this Lease, other than the payment of rent.

ARTICLE 3 - RENT

Section 3.01. Base Rent.

Tenant shall pay to Landlord the Minimum Annual Rent in the Monthly Rental Installments (as defined in Sections 1.01 D and E hereof) in advance, without deduction or offset, on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. The Monthly Rental Installments for partial calendar months shall be prorated.

Section 3.02. Annual Rental Adjustment Definitions.

- A. "Annual Rental Adjustment" - shall mean the amount of Tenant's Proportionate Share of Operating Expenses for a particular calendar year.
- B. "Operating Expenses" - shall mean the amount of all of Landlord's costs and expenses paid or incurred in owning, managing, operating, promoting, repairing, replacing and maintaining the Building (including the Common Areas, as such term defined below) in good condition and repair for a particular calendar year, including all additional costs and expenses which Landlord reasonably determines that it would have paid or incurred during such year if the Building had been fully occupied, including by way of illustration and not limitation: all Real Estate Taxes (as such term is hereinafter defined); insurance premiums and deductibles; water, sewer, electrical and other utility charges other than the separately billed electrical and other charges paid by Tenant as provided in this Lease; service and other charges incurred in the repair, replacement, operation and maintenance of the elevators and the heating, ventilation and air-conditioning system; the costs of cleaning and other janitorial services; the costs of tools and supplies; repair costs; landscape maintenance costs; the costs of security services; license, permit and inspection fees; management or administrative fees; supplies, costs, wages and related employee benefits payable for the management, maintenance and operation of the Building; the costs of maintenance, repair and replacement of the driveways, parking and sidewalk areas (including

snow and ice removal), landscaped areas, and lighting; legal and accounting fees incurred in connection with the Building; inspection, consultation fees and the costs of any alterations incurred in connection with the Building to the extent required by any governmental authority or other inspection or consultation fees required for the normal prudent operation of the Building; maintenance and repair costs, dues, fees and assessments incurred under any covenants or owners association (the "Covenants").

- C. "Tenant's Proportionate Share of Operating Expenses" - shall be an amount equal to the remainder of (i) the product of Tenant's Building Expense Percentage times (ii) the Building Operating Expenses, less Landlord's Share of Operating Expenses, provided that such amount shall not be less than zero.
- D. "Real Estate Taxes" - shall include any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building or Common Areas (or against Landlord's business of leasing the Building) by any authority having the power to so charge or tax, together with costs and expenses of contesting the validity or amount of Real Estate Taxes, which at Landlord's option may be calculated as if such contesting work had been performed on a contingent fee basis (whether charged by Landlord's counsel or representative; provided, however, that said fees are reasonably comparable to the fees charged for similar services by others not affiliated with Landlord.
- E. "Common Areas" - shall mean the areas of the Building and the Land which are designed or designated for use in common by all tenants of the Building and their respective employees, agents, customers, invitees and others, and includes, by way of illustration and not limitation, entrances and exits, hallways and stairwells, elevators, restrooms, sidewalks, driveways, parking areas, landscaped areas and other areas as may be designated by Landlord as part of the Common Areas of the Building. Tenant shall have the non-exclusive right, in common with others, to the use of the Common Areas.

Section 3.03. Payment of Additional Rent.

In addition to the Minimum Annual Rent specified in this Lease, Tenant shall pay to Landlord as "Additional Rent" for the Leased Premises, in each calendar year or partial calendar year, during the term of this Lease, an amount equal to the Annual Rental Adjustment for such calendar year. The Annual Rental Adjustment shall be estimated annually by Landlord, and written notice thereof shall be given to Tenant within a reasonable time following the beginning of each calendar year. Tenant shall pay to Landlord each month, without deduction, setoff or abatement, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Annual Rental Adjustment. If Real Estate Taxes or the cost of utility or janitorial services increase during a calendar year, Landlord may increase the estimated Annual Rental Adjustment during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Rental Adjustment divided by the number of months remaining in such year. Within a reasonable time after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next rent payment or payments due from Tenant, as the case may be, the difference between the actual Annual Rental Adjustment for the preceding calendar year and the

estimated amount paid by Tenant during such year. The Annual Rent Adjustment shall be prorated for any period less than a full calendar year. Any statement furnished to Tenant by Landlord under the provisions of this Section 3.03 shall constitute a final determination as between Landlord and Tenant as to the additional rent set forth therein due from Tenant for the period represented thereby, unless Tenant within sixty (60) days after such statement is furnished, shall give a notice to Landlord that it disputes the correctness thereof, specifying in detail the basis for such assertion. Pending resolution of such dispute, Tenant shall pay all disputed amounts in accordance with the statement furnished by Landlord.

Notwithstanding the foregoing, with the exception of the costs and expenses of utilities, insurance premiums, snow removal, and taxes and assessments included within the definition of Operating Expenses of the Building, Tenant's Building Expense Percentage of the Operating Expenses of the Building shall not increase by more than six Percent (6.0 %) on an annual basis and any increase in excess thereof, except as otherwise provided above, shall be the responsibility of and paid by the Landlord.

Section 3.04. Late Charges.

Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to timely pay any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue for a period of more than five (5) days, such unpaid amount shall bear interest from the due date thereof to the date of payment at the per annum rate equal to Eighteen Percent (18.00%). Tenant agrees that such amount is a reasonable estimate of the loss and expense to be suffered by Landlord as a result of such late payment by Tenant and may be charged by Landlord to defray such loss and expense. The terms of this Section 3.04 in no way relieve Tenant of the obligation to make any payment required hereunder on or before the date on which it is due, nor do the terms of this Section 3.04 in any way affect Landlord's remedies pursuant to Section 13.02 of this Lease in the event said payment is unpaid after the date due.

ARTICLE 4 - SECURITY DEPOSIT

Tenant hereby deposits with Landlord on the date hereof the sum of Three Thousand Nine and 27/100 Dollars (\$3,009.27) which sum shall be held by Landlord, without obligation for interest, as security for the full, timely and faithful performance of Tenant's covenants and obligations under this Lease. It is understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Default (as hereinafter defined). Upon the occurrence of any Default, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such funds to the extent necessary to make good any arrears of rent or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by any Default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. Although the security deposit shall be deemed the property of Landlord, any remaining balance of such deposit shall be returned by Landlord to Tenant or Tenant's last permitted assignee at such time after termination of this Lease when Landlord shall have determined that all Tenant's obligations under this Lease have been fulfilled. Landlord shall not be required to keep any security deposit separate from its general funds. Upon the occurrence of any Defaults as described in this Lease, said security deposit shall become due and payable to Landlord. Subject to other terms and conditions contained in this Lease, if the Building is conveyed by Landlord, said deposit may be turned over to Landlord's grantee, and if the security deposit is so turned over, Tenant hereby releases Landlord from any and all liability with respect to said deposit and its applications or return. The security deposit shall be transferred to any successor in

interest to Landlord hereunder and notice of such transfer given to Tenant within five (5) days after such transfer. Upon such transfer and notice, the transferor shall no longer be liable for the security but the transferee shall become liable.

ARTICLE 5 - OCCUPANCY AND USE

Section 5.01. Use.

The Leased Premises shall be used by Tenant for the Permitted Use as set forth in Item J of the Basic Lease Provisions and for no other purposes without the prior written consent of Landlord.

Section 5.02. Covenants of Tenant Regarding Use.

Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon and therein in a safe, careful, reputable and lawful manner, (ii) comply with the Covenants and all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, (iii) comply with and obey all reasonable directions of Landlord, including the Building Rules and Regulations attached hereto as Exhibit C, and as may be modified from time to time by Landlord on reasonable notice to Tenant, provided that Landlord shall use commercially reasonable efforts to uniformly enforce such Rules and Regulations against all tenants of the Building. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any of the Building Rules and Regulations, but agrees to take reasonable measures to assure such other tenant's compliance. Tenant shall not do or commit, or suffer or permit to be done or committed, any act or thing as a result of which any policy of insurance of any kind on or in connection with the Property shall become void or suspended, or any insurance risk on or in connection with the Building or any other portion of the Property shall (in the opinion of the insurer or any insurance organization) be rendered more hazardous; without limitation of all other rights and remedies of Landlord, Tenant shall pay as additional rent the amount of any increase of premiums for such insurance, resulting from any breach of this provision.

Section 5.03. Landlord's Rights Regarding Use.

In addition to the rights specified elsewhere in this Lease, Landlord shall have the following rights regarding the use of the Leased Premises or the Common Areas, each of which may be exercised without notice or liability to Tenant: (a) Landlord may install such signs, advertisements or notices or tenant identification information on the directory board or tenant access doors as it shall deem necessary or proper; (b) Landlord shall have the right at any time to control, change or otherwise alter the Common Areas in such manner as it deems necessary or proper, provided such does not unreasonably restrict or interfere with Tenant's access to the Leased Premises; (c) Landlord, its employees and agents and any mortgagee of the Building, shall have the right to enter any part of the Leased Premises during normal business hours while a representative of Tenant is present (provided such representative is made reasonably available), except in the event of an emergency, for the purposes of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or

desirable; provided, however, that any repairs made by Landlord shall be at Tenant's expense except as provided in Section 6.01 hereof. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor.

ARTICLE 6 - UTILITIES AND OTHER BUILDING SERVICES

Section 6.01. Services to be Provided.

Provided Tenant is not in default in its obligations under this Lease, Landlord shall furnish to Tenant, except as noted below, the following utilities and other building services to the extent reasonably necessary for Tenant's comfortable use and occupancy of the Leased Premises for the Permitted Use or as may be required by law or directed by governmental authority:

- A. Heating, ventilation and air-conditioning between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturday of each week except on legal holidays;
- B. Water in the Common Areas for lavatory and drinking purposes;
- C. Automatic elevator service;
- D. Washing of windows at intervals reasonably established by Landlord;
- E. Replacement of all lamps, bulbs, starters and ballasts in building-standard lighting as required from time to time as a result of normal usage;
- F. Cleaning and maintenance of the Common Areas, including the removal of rubbish, ice and snow; and
- G. Repair and maintenance to the extent specified elsewhere in this Lease.

In the event of utility deregulation, Landlord shall choose the utility service provider to the Building and Leased Premises. All utilities and services provided by Landlord shall be charged by Landlord to Tenant (and included in Operating Expenses) at rates that would have been payable if such utilities and services had been directly billed by the utilities or service providers.

Section 6.02. Janitorial Services and Trash Removal.

Tenant, at its sole cost and expense, shall keep the Leased Premises in good order, repair and tenantable condition at all times during the Term and any Extended Term and shall arrange for routine janitorial services with a licensed and qualified contractor in order to maintain the Leased Premises in a clean and appropriate condition. Additionally, at its sole cost and expense, shall arrange for periodic trash removal by a licensed and qualified contractor and shall place and maintain dumpsters adjacent to the Leased Premises at a location and in a manner reasonably acceptable to Landlord at all times during the Term and any Extended Term. In the event that Landlord determines that Tenant has not fulfilled its requirement to maintain the Leased Premises in a clean and appropriate condition or arrange for appropriate trash removal, upon not less than ten (10) days prior notice to Tenant, Landlord or its agents and contractors may elect to complete any repairs, alterations or janitorial services to the Leased Premises or arrange for

trash removal without being deemed or held guilty of an eviction of Tenant or for damages to Tenant's property, business or person and Tenant shall promptly reimburse to Landlord the costs and expenses incurred by Landlord to complete such janitorial services and repairs and trash removal, which amount shall constitute Additional Rent under this Lease.

Section 6.03. Electricity.

Tenant shall be solely responsible for and promptly pay all charges, including installation and meter charges, as well as consumption charges, for electricity used or consumed in the Leased Premises. Electricity shall be distributed to the Leased Premises by the electric utility company serving the Building. Tenant at its cost shall make all necessary arrangements with the electric utility company for metering and paying for electric current furnished to the Leased Premises and Tenant shall only be obligated to pay Landlord for Tenant's Building Expense Percentage of the Operating Expenses relating to electricity supplied for the Common Areas. Tenant shall at all times comply with the rules and regulations of the utility companies supplying electricity to the Building.

Section 6.04. Additional Services.

If Tenant requests any other utilities or building services in addition to those identified above or any of the above utilities or building services in frequency, scope, quality or quantity substantially greater than those which Landlord determines are normally required by other tenants in the Building for the Permitted Use, then Landlord shall use reasonable efforts to attempt to furnish Tenant with such additional utilities or building services. In the event Landlord is able to and does furnish such additional utilities or building services, the costs thereof shall be borne by Tenant, who shall reimburse Landlord monthly for the same as Additional Rent at the same time Monthly Rental Installments and other Additional Rent is due.

If any lights, density of staff, machines or equipment used by Tenant in the Leased Premises materially affect the temperature otherwise maintained by the Building's air-conditioning system or generate substantially more heat in the Leased Premises than that which would normally be generated by that typically used by other tenants in the Building or by tenants in comparable office buildings, then Landlord shall have the right to install any machinery or equipment which Landlord considers reasonably necessary in order to restore the temperature balance between the Leased Premises and the remainder of the Building, including equipment which modifies the Building's air-conditioning system. All costs expended by Landlord to install any such machinery and equipment and any additional costs of operation and maintenance occasioned thereby shall be borne by Tenant, who shall reimburse Landlord for the same as provided in this Section 6.04.

Section 6.05. Interruption of Services.

Tenant understands, acknowledges and agrees that any one or more of the utilities or other building services identified in Section 6.01 may be interrupted by reason of accident, emergency or other causes beyond Landlord's control, or may be discontinued or diminished temporarily by Landlord or other persons until certain repairs, alterations or improvements can be completed. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold any sums due hereunder.

ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS

Section 7.01. Repair and Maintenance of Building.

Subject to the provisions of Section 7.02 hereof, Landlord shall maintain the public and Common Areas of the Property and the Building, including lobbies, stairs, elevators, corridors and restrooms, the windows in the Building, the mechanical, plumbing and electrical equipment serving the Building excluding the heating, cooling and ventilation equipment servicing the Leased Premises ("HVAC Equipment") for which Tenant shall be solely responsible for maintaining), and the structure itself, in reasonably good order and condition except for damage occasioned by the acts of Tenant, which damage shall be repaired by Landlord at Tenant's expense. In the event Tenant requires or needs to have one or more separate systems of either heating, ventilating, air conditioning or other similar systems over and above provided as of the Commencement Date, the installation, care, expenses and maintenance of each such system shall be borne, by and paid for by Tenant.

Section 7.02. Repair and Maintenance of Leased Premises.

By taking possession of the Leased Premises, Tenant accepts the Leased Premises as being in the condition in which Landlord is obligated to deliver them and otherwise in good order, condition and repair. Tenant shall, at all times during the Lease Term at Tenant's sole expense, keep the Leased Premises, including but not limited to the electrical systems, heating and air conditioning systems ("HVAC"), plate glass, floors, windows and doors, sprinkler and plumbing systems, and every part thereof in good order, condition and repair, excepting ordinary wear and tear, damage thereto by fire, earthquake, acts of God or the elements. Tenant shall upon the expiration or sooner termination of the Lease Term unless Landlord demands otherwise as provided in Section 2.03 hereof, surrender to Landlord the Leased Premises and all repairs, changes, alterations, additions and improvements thereto in the same condition as when received, or when first installed, ordinary wear and tear, damage by fire, earthquake, acts of God, or the elements excepted. It is hereby understood and agreed that Landlord has no obligation to alter, remodel, improve, repair, decorate, or paint the Leased Premises or any part thereof except as set forth in Article 2 of this Lease, and that no representations respecting the condition of the Leased Premises or the Building have been made by Landlord to Tenant, except as specifically herein set forth. Tenant, at its expense, shall obtain a preventive maintenance contract on the heating, ventilating and air conditioning systems which shall be subject to Landlord's reasonable approval. Tenant shall provide Landlord with a copy of the preventative maintenance contract no later than ninety (90) days after the Commencement Date. The preventative maintenance contract shall provide for the inspection and maintenance of the heating, ventilating and air conditioning system on not less than a semi-annual basis.

Notwithstanding anything to the contrary contained in this Section 7.02, if the HVAC equipment at the Leased Premises requires repair and/or replacement in an aggregate amount in excess of \$1,500 per calendar year and such repair and/or replacement is not the result of the negligence, misuse or default of Tenant, its employees, agents, customers or invitees, or the failure of Tenant to maintain the HVAC equipment at the Leased Premises in accordance with this Section 7.2, then Landlord shall be responsible for any repair and/or replacement costs with respect to the HVAC equipment at the Leased Premises in excess of \$1,500 during such calendar year.

Section 7.03. Alterations.

Tenant shall not permit alterations in or to the Leased Premises unless and until the Initial Plan has been approved by Landlord in writing. As a condition of such approval, Landlord may require Tenant to remove the proposed alterations and restore the Leased Premises upon termination of this Lease;

otherwise, all such alterations shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant or for the benefit of the Leased Premises, Tenant shall cause such lien to be discharged of record within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration of the Leased Premises and any related lien.

ARTICLE 8 - CASUALTY

Section 8.01. Casualty.

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees to restore and repair the Leased Premises to the extent and conditioned upon its receipt of casualty insurance proceeds; provided, however, Landlord's obligation hereunder shall be limited to the reconstruction of such of the tenant finish improvements as were originally required to be made by Landlord, if any. Minimum Annual Rent shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (i) so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days from the casualty date ; or (ii) destroyed by a casualty which is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (i) casualty, either Landlord or Tenant may, or, in the case of a clause (ii) casualty, then Landlord may, upon written notice to the other party, given within sixty (60) days following the casualty date, terminate this Lease.

Section 8.02. All Risk Coverage Insurance.

During the Lease Term, Landlord shall maintain all risk coverage insurance on the Building, but shall not protect Tenant's property on or within the Leased Premises; and, notwithstanding the provisions of Section 9.01 and Section 9.03 hereof, neither party shall be liable for any damage to the other's property, regardless of cause, including the negligence of either party and its employees, agents and invitees. Tenant hereby expressly waives any right of recovery against Landlord for damage to any property of Tenant located in or about the Leased Premises, however caused, including the negligence of Landlord and its employees, agents and invitees. Notwithstanding the provisions of Section 9.01 hereof, Landlord hereby expressly waives any right of recovery against Tenant for damage to the Leased Premises or the Building which is insured or required to be insured against under Landlord's all risk coverage insurance, however caused, including the negligence of Tenant and its employees, agents and invitees. All insurance policies maintained by Landlord or Tenant as provided in this Lease shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this Lease.

Section 8.03. Final Twelve Months.

Notwithstanding anything set forth to the contrary in this Article 8, in the event that any damage

rendering the Leased Premises wholly untenable occurs during the final 12 months of the Term, and provided Tenant has no unexercised options to extend the Term of this Lease, Landlord may terminate this Lease by notice to Tenant within 30 days after the occurrence of such damage and this Lease shall expire on the 30th day after the date of such notice. For purposes of this Section 8.03, the Premises shall be deemed wholly untenable if due to such damage Tenant shall be precluded from using more than 30 percent of the Leased Premises for the conduct of its business and Tenant's inability to so use the Leased Premises is reasonably expected to continue until at least the earlier of the (a) Expiration Date and (b) the 180th day after the date when such damage occurs.

Section 8.04. Waiver of Subrogation

Landlord and Tenant shall each procure an appropriate clause in or endorsement to any property insurance covering the Leased Premises, the Building and personal property, fixtures and equipment located therein, wherein the insurance companies shall waive subrogation or consent to a waiver of right of recovery, and Landlord and Tenant agree not to make any claim against, or seek to recover from, the other for any loss or damage to its property or the property of others resulting from fire or other hazards to the extent covered by such property insurance; provided, however, that the release, discharge, exoneration and covenant not to sue contained herein shall be limited by and coextensive with the terms and provisions of the waiver of subrogation or waiver of right of recovery. If either party shall be unable to obtain the inclusion of such clause even with the payment of an additional premium, then such party shall attempt to name the other party as a loss payee under the policy. If the payment of an additional premium is required for either (i) the inclusion of, or consent to, a waiver of subrogation, or (ii) for naming any party a loss payee, each party shall advise the other, in writing, of the amount of any such additional premiums and the other party may pay such additional premium. If such other party shall not elect to pay such additional premium or if it shall not be possible to have the other party named as a loss payee, even with the payment of an additional premium, then the first party shall not be required to obtain such waiver of subrogation or consent to waiver provision and such party shall so notify the first party and the first party's agreement to name the other party as an additional insured shall be satisfied. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (A) damage to any alterations to the Leased Premises completed by Tenant, (B) Tenant's property located within the Leased Premises, and (C) any loss suffered by Tenant due to interruption of Tenant's business.

ARTICLE 9 - LIABILITY INSURANCE

Section 9.01. Tenant's Responsibility.

Tenant shall assume the risk of, be responsible for, have the obligation to insure against, and indemnify Landlord and hold it harmless from, any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property occurring in the Leased Premises, regardless of cause, except for any loss or damage from fire or other casualty as provided in Section 8.02 hereof and except for that caused directly by the sole negligence of Landlord or its employees, agents, customers and invitees; and Tenant hereby releases Landlord from any and all liability for the same. Tenant's obligation to indemnify Landlord hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, incurred in connection therewith. This provision shall survive the expiration or earlier termination of this Lease.

Section 9.02. Tenant's Insurance.

Tenant shall carry general public liability and property damage insurance, issued by one or more insurance companies reasonably acceptable to Landlord, with the following minimum coverages:

- A. Worker's Compensation: minimum statutory amount.
- B. Commercial General Liability Insurance, including blanket, contractual liability, broad form property damage, personal injury, completed operations, products liability, and fire damage: not less than \$1,000,000 Combined Single Limit for both bodily injury and property damage.
- C. All Risk Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage insurance, if applicable, for the full cost of replacement of Tenant's property.
- D. Business interruption insurance.

The insurance policies shall protect Tenant and Landlord as their interests may appear, naming Landlord and Landlord's managing agent and/or property manager and mortgagee, if any, as additional insureds, and shall provide that they may not be canceled on less than thirty (30) days' prior written notice to Landlord. Tenant shall furnish Landlord with Certificates of Insurance or other evidence reasonably required by Landlord or its mortgagee evidencing all required coverages on or before the Commencement Date. If Tenant fails to carry such insurance and furnish Landlord with such Certificates of Insurance after a request to do so, Landlord may obtain such insurance and collect the cost thereof from Tenant.

Section 9.03. Landlord's Responsibility.

Landlord shall assume the risk of, be responsible for, have the obligation to insure against, and indemnify Tenant and hold it harmless from, any and all liability for any loss of or damage or injury to person (including death resulting therefrom) or property (other than Tenant's property as provided in Section 9.02) occurring in, on or about the Common Areas, regardless of cause, except for any loss or damage from fire or other casualty as provided in Section 9.02 and except for that caused by the sole negligence of Tenant and its employees, agents, customers and invitees; and Landlord hereby releases Tenant from any and all liability for the same. Landlord's obligation to indemnify Tenant hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, incurred in connection therewith. This provision shall survive the expiration or earlier termination of this Lease.

ARTICLE 10 - EMINENT DOMAIN

If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant within fifteen (15) days after possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain so that any part of the Leased Premises shall become unusable by Tenant for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord within fifteen (15) days after possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

Section 11.01. Restrictions on Assignments and Subleases.

A. Tenant shall not sell, assign, encumber or otherwise transfer by operation of law or otherwise this Lease or any interest herein, sublet the Leased Premises or any portion thereof or suffer any other person to occupy or use the Leased Premises or any portion thereof, without the prior written consent of Landlord, which consent may be withheld by Landlord as provided herein, nor shall Tenant permit any lien to be placed on the Tenant's interest by operation of law. Tenant shall, by written notice, advise Landlord of its desire from and after a stated date (which shall not be less than thirty (30) nor more than ninety (90) days after the date of Tenant's notice) to sublet the Leased Premises or any portion thereof for any part of the term hereof or to assign the Tenant's interest under this Lease. Tenant shall supply Landlord with such information, financial statements, verifications and related materials as Landlord may request or desire to evaluate the written request to so sublet or assign; and in such event Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice and all of the aforesaid materials, to either refuse to consent to the proposed subletting or assignment or to terminate this Lease as to the portion of the Leased Premises described in Tenant's notice and such notice from Landlord shall, if given, terminate this Lease with respect to the portion of the Leased Premises therein described as of the date stated in Tenant's notice. Said notice by Tenant shall state the name and address of the proposed subtenant or assignee, and (if a proposed subtenant) Tenant shall deliver to Landlord a true and complete copy of the proposed sublease with said notice. If said notice shall specify all of the Leased Premises and Landlord shall give said termination notice with respect thereto, this Lease shall terminate on the date stated in Tenant's notice. If, however, this Lease shall terminate pursuant to the foregoing with respect to less than all of the Leased Premises, the rentals and reserved hereinabove shall be adjusted by Landlord and this Lease as so amended shall continue thereafter in full force and effect. If Landlord, upon receiving said notice from Tenant with respect to the subletting or assignment of all or any portion of the Leased Premises, shall not exercise its right to terminate, Tenant hereby agrees that Landlord shall be entitled to unconditionally withhold its consent to any such sublease or assignment if the proposed subtenant or assignee is a prospective tenant for other space within the Building or for space within any other buildings owned and/or managed by Landlord, if the Building within which the Leased Premises are located is not one hundred percent (100%) leased, or if the proposed subtenant or assignee is not of character, financial credibility and strength, or if such subtenant or assignee's proposed usage of the Leased Premises is not acceptable to Landlord in its sole and absolute discretion. Tenant hereby agrees that Landlord may condition its consent to any such sublease or assignment upon the following: (i) any such sublease or assignment must be on the same terms and conditions as are contained in this Lease, and (ii) if the sublease or assignment is at a rental rate greater than the rental rate required in this Lease and such sublease or assignment is approved by Landlord, Tenant agrees to pay to Landlord all of the amount of rent required in the sublease or assignment in the excess of the rent required under this Lease. Tenant shall, at Tenant's own cost and expense, discharge in full any outstanding commission obligation on the part of Landlord with respect to this Lease, and any commissions which may be due and owing as a result of any proposed assignment or subletting, whether or not the Lease is terminated pursuant thereto and rented by Landlord to the proposed subtenant or any other tenant. Additionally, Tenant agrees to reimburse Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any requested assignment, subletting or any other hypothecation of this Lease or Tenant's interest and to the Leased Premises. In addition, Tenant agrees to pay Landlord a One Thousand Dollars (\$1,000.00) fee for each sublease or assignment entered into by Tenant and approved by Landlord.

B. Any subletting or assignment hereunder by Tenant shall not result in Tenant being released or discharged from any liability under this Lease. As a condition to Landlord's prior written consent as provided for in this paragraph Article assignee or subtenant shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease, and Tenant shall deliver to Landlord promptly after execution, an executed copy of such sublease or assignment and an agreement of said compliance by each sublease or assignee.

C. Landlord's consent to any sale, assignment, encumbrance, subletting, occupation, lien or other transfer shall not release Tenant from any of Tenant's obligations hereunder or be deemed to be a consent to any subsequent occurrence. Any sale, assignment, encumbrance, subletting, occupation, lien or other transfer of this Lease which does not comply with the provisions of this Article 11 shall be void.

Section 11.02. Deemed and Permitted Transfers.

If Tenant is a corporation, limited liability company, partnership, trust, or any other legal entity, the transfer (by one or more transfers) of a majority of the beneficial ownership interests in such entity, however characterized, shall be deemed a voluntary assignment of this Lease. The provisions of this Article 11 shall not apply to transactions with a corporation or other business entity into or with which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred so long as (i) such transfer was made for a legitimate independent business purpose and not for the purpose of transferring this Lease, (ii) the successor to Tenant has a net worth computed in accordance with generally accepted accounting principles at least equal to the net worth of Tenant immediately prior to such merger, consolidation or transfer, and (iii) proof satisfactory to Landlord of such net worth is delivered to Landlord at least ten (10) days prior to the effective date of any such transaction. Tenant may also, upon prior notice to and with the consent of Landlord, which consent shall not be unreasonably withheld, permit any corporation or other business entity which controls, is controlled by, or is under common control with the original Tenant (a "Related Corporation") to sublet all or part of the Leased Premises for any Permitted Use. Such sublease shall not be deemed to vest in any such Related Corporation any right or interest in this Lease or the Leased Premises nor shall it relieve, release, impair or discharge any of Tenant's obligations hereunder. For the purposes hereof, "control" shall be deemed to mean ownership of not less than 50 percent of all of the legal and equitable interest in any other business entity if Tenant is not a corporation. Notwithstanding the foregoing, Tenant shall have no right to assign this Lease or sublease all or any portion of the Leased Premises without Landlord's consent pursuant to this Section 11.02 if Tenant is not the initial Tenant herein named or a person or entity who acquired Tenant's interest in this Lease in a transaction approved by Landlord.

ARTICLE 12 - TRANSFERS BY LANDLORD

Section 12.01. Sale of the Building.

Landlord shall have the right to sell, assign or convey the Property at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder after the date of such conveyance. From and after the date of such sale or transfer, Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease and Tenant agrees to attorn to the purchaser or assignee in any such sale, conveyance or assignment.

Section 12.02. Subordination and Estoppel Certificate.

- A. This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust, heretofore or hereafter placed by Landlord upon any or all of the Leased Premises or the Property and of all renewals, modifications, consolidations, replacements and extensions thereof (all of which are hereinafter referred to collectively as a "mortgage"), all automatically and without the necessity of any further act on the part of Tenant to effectuate such subordination. Tenant shall, at the request of the holder of any such mortgage, upon foreclosure thereof attorn to such holder. Tenant shall also execute, enseal, acknowledge and deliver, within ten (10) days after Tenant's receipt of demand from Landlord or such holder, such further instrument or instruments evidencing such subordination of Tenant's right, title and interest under this Lease to the lien of any such mortgage, and such further instrument or instruments of attornment, as shall be desired by such holder.
- B. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, any such holder may at any time subordinate its mortgage to this Lease, without the necessity of obtaining Tenant's consent, by giving notice of the same in writing to Tenant, and thereupon this Lease shall be deemed to be prior to such mortgage without regard to their respective dates of execution, delivery or recordation and/or the date of commencement of Tenant's possession, and in that event such holder shall have the same rights with respect to this Lease as though this Lease shall have been executed, delivered and recorded prior to the execution and delivery of such mortgage.
- C. If Landlord is or becomes lessee of premises of which the Leased Premises are a part, Tenant agrees that, automatically and without the necessity of any further act, Tenant's possession shall be as a subtenant and shall be subordinate to the interest of Landlord's lessor, its heirs, personal representatives, successors and assigns (which lessor, its heirs, personal representatives, successors and assigns, or any of them, is hereinafter called "Paramount Lessor"), but notwithstanding the foregoing, if Landlord's tenancy shall terminate by expiration, by forfeiture or otherwise, then Tenant hereby agrees, upon request of Paramount Lessor, to attorn to Paramount Lessor, and to recognize such lessor as Tenant's landlord for the balance of the term of this Lease and any extensions or renewals hereof. Tenant shall execute, enseal, acknowledge and deliver, upon demand by Landlord or Paramount Lessor, such further instrument or instruments evidencing such subordination of Tenant's right, title and interest under this Lease to the interest of such lessor, and such further instrument or instruments of attornment, as shall be prescribed by such lessor.
- D. Tenant shall from time to time, within ten (10) days after Tenant's receipt of Landlord's request therefor, execute, acknowledge and deliver to Landlord a written instrument in recordable form (a) certifying (i) that this Lease is in full force and effect and has not been modified, supplemented or amended in any way (or, if there have been modifications, supplements or amendments thereto, that it is in full force and effect as modified, supplemented or amended, and stating such modifications, supplements and amendments) and that this Lease (as modified, supplemented or amended, as aforesaid) represents the entire agreement among Landlord and Tenant as to the Leased Premises and the leasehold; (ii) the dates to which the Minimum Annual Rent, additional rent and other charges arising hereunder have been paid, (iii) the amount of any prepaid rents or credits due to Tenant, if any; and (iv) that if applicable, Tenant has entered into occupancy of the Leased Premises; (v) the date on which the Term shall have commenced and the corresponding expiration date; and (b) stating, to the best knowledge of Tenant, whether or not all conditions under the Lease to be performed by Landlord prior the date of such certificate have

been satisfied and whether or not Landlord is then in default in the performance of any covenant, agreement or condition contained in this Lease and specifying, if any, each such unsatisfied condition and each such default; and (c) stating any other fact or certifying any other condition reasonably requested by Landlord or by any mortgagee or prospective mortgagee or purchaser of the Property or of any interest therein. In the event that Tenant fails to timely complete and deliver the instrument described above to Landlord, Landlord, at its option, may (i) declare a Default under this Lease, or (ii) deem such failure to constitute the approval and confirmation of all the terms, certifications and representations contained in such instrument.

ARTICLE 13 - DEFAULT AND REMEDIES

Section 13.01. Default.

The occurrence of any of the following shall be a "Default":

- A. Tenant fails to pay any Monthly Rental Installment or Additional Rent within five (5) days after the same is due, or Tenant fails to pay any other amounts due Landlord from Tenant within ten (10) days after the same is due. So long as there is no other Default by Tenant under this Lease, Landlord shall provide Tenant with a written courtesy notice of the first monetary Default by Tenant in any consecutive twelve (12) month period and Tenant shall have an additional five (5) days to cure such Default before Landlord exercises its Default remedies; provided, however, that Landlord shall not be required to give such courtesy notice more than one (1) time with respect to any particular Default, nor more than two (2) times in any consecutive twelve (12) month period with respect to any payment Defaults in the aggregate.
- B. Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default period shall be extended if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within sixty (60) days following the date of initial notification.
- C. Tenant shall vacate or abandon the Leased Premises, or fail to occupy the Leased Premises or any substantial portion thereof for a period of thirty (30) consecutive days.
- D. Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article 11 of this Lease.
- E. All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter in the case of insolvency); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

- F. If Tenant is merged or consolidated with any other entity, or there is a transfer of a controlling interest in Tenant, other than as permitted in Article 11.
- G. The occurrence of any other event described as a default elsewhere in the Lease or any amendment thereto, regardless of whether such event is defined as a "Default".

Section 13.02. Remedies.

Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

- A. Landlord may apply the Security Deposit or re-enter the Leased Premises and cure any default of Tenant, and Tenant shall reimburse Landlord as additional rent for any costs and expenses which Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action.
- B. Landlord may terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Leased Premises as of the date of such default, and thereafter (i) neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises, and Tenant shall immediately surrender the Leased Premises to Landlord; and (ii) Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy which Landlord may have. Upon the termination of this Lease, Landlord may declare the present value discounted at the Prime Rate of all rent which would have been due under this Lease for the balance of the Lease Term less the present value of the net amount of such rent for the balance of the Lease Term which Landlord determines could reasonably be recovered by Landlord from reletting the Leased Premises under then current and reasonably anticipated market conditions, to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of Tenant's default ("Default Damages"), which shall include without limitation expenses of preparing the Leased Premises for re-letting, demolition, repairs, tenant finish improvements and brokers' and attorneys' fees, it being expressly understood and agreed that the liabilities and remedies specified in this subsection (b) shall survive the termination of this Lease.
- C. Landlord may, without terminating this Lease, re-enter the Leased Premises and re-let all or any part thereof for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to Landlord as liquidated damages the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises less Landlord's costs of re-letting, for the period which would otherwise have constituted the balance of the Lease Term, together with all of Landlord's Default Damages.
- D. Landlord may sue for injunctive relief or to recover damages for any loss resulting from the breach.

Section 13.03. Landlord's Default and Tenant's Remedies.

Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any actual loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder.

Section 13.04. Limitation of Landlord's Liability.

In no event shall Landlord's liability for any breach of this Lease exceed the amount of rent then remaining unpaid for the then current term (exclusive of any renewal periods which have not then actually commenced). This provision is not intended to be a measure or agreed amount of Landlord's liability with respect to any particular breach and shall not be utilized by any court or otherwise for the purpose of determining any liability of Landlord hereunder except only as a maximum amount not to be exceeded in any event. Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building for the collection of any judgment; and Tenant further agrees that no other assets of Landlord or any owner of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 13.05. Nonwaiver of Defaults.

Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the term of this Lease shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Section 13.06. Attorneys' Fees.

If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for the attorneys' fees incurred thereby.

Section 13.07. Right of Landlord to Perform.

All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or otherwise fail to perform any of its obligations hereunder, and such failure shall continue for ten (10) days after notice thereof by Landlord, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part

to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs together with interest thereon at a per annum rate equal to the Prime Rate plus Six Percent (6%), from the date of such payment by Landlord shall be payable as Additional Rent to Landlord on demand, and Tenant covenants to pay any such sums and Landlord shall have, in addition to any other right or remedy of Landlord, the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the rent.

ARTICLE 14 - LANDLORD'S RIGHT TO RELOCATE TENANT

Landlord shall have the right upon at least thirty (30) days' prior written notice to Tenant to relocate Tenant and to substitute for the Leased Premises other space in the Building or in another building owned by Landlord in the vicinity containing at least as much usable area as the Leased Premises. Such substituted space shall be improved by Landlord, at its expense, with improvements at least equal in quantity and quality to those in the Leased Premises. Landlord shall reimburse Tenant for all reasonable expenses incurred with and caused by such relocation. In no event shall Landlord be liable to Tenant for any consequential damages as a result of any such relocation, including, but not limited to, loss of business income or opportunity. Notwithstanding the foregoing, provided no Event of Default has occurred and is continuing as of the date which Landlord issues its relocation notice to Tenant as set forth above, Tenant shall have the option, exercisable within five (5) days of its receipt of such notice from Landlord, to notify Landlord in writing of its election to terminate this Lease on the relocation date proposed in Landlord's notice ("Relocation Date") and in such event, Tenant will surrender possession of the Leased Premises to Landlord in accordance with the provisions of this Lease, as if the Relocation Date were the expiration date of the Lease. Upon Tenant's termination of this Lease in accordance with this Article 14, Landlord and Tenant will be relieved of their obligations under this Lease, except for those accruing prior to the Relocation Date.

ARTICLE 15 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

Section 15.01. Environmental Definitions.

A. "Environmental Laws" - All present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

B. "Hazardous Substances" - Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws.

Section 15.02. Compliance.

Tenant, at its sole cost and expense, shall promptly comply with the Environmental Laws including any notice from any source issued pursuant to the Environmental Laws or issued by any insurance company which shall impose any duty upon Tenant with respect to the use, occupancy, maintenance or alteration of the Leased Premises whether such notice shall be served upon Landlord or Tenant.

Section 15.03. Restrictions on Tenant.

Tenant shall operate its business and maintain the Leased Premises in compliance with all Environmental Laws. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the highest standards prevailing in the industry.

Section 15.04. Notices, Affidavits, Etc.

Tenant shall immediately notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises and shall immediately deliver to Landlord any notice received by Tenant relating to (i) and (ii) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 15.05. Landlord's Rights.

Landlord and its agents shall have the right, but not the duty, upon advance notice (except in the case of emergency when no notice shall be required) to inspect the Leased Premises and conduct tests thereon to determine whether or the extent to which there has been a violation of Environmental Laws by Tenant or whether there are Hazardous Substances on, under or about the Leased Premises. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss or damage to Tenant's property or business caused thereby.

Section 15.06. Tenant's Indemnification.

Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 15. The covenants and obligations under this Article 15 shall survive the expiration or earlier termination of this Lease.

Section 15.07. Existing Conditions.

Notwithstanding anything contained in this Article 15 to the contrary, Tenant shall not have any liability to Landlord under this Article 15 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease, except to the extent Tenant exacerbates the same.

Section 15.08. Radon Gas.

Tenant understands and acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to

it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Indiana. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 16 - PARKING AND ACCESS

During the Lease Term and any renewals hereof, Tenant shall have the right to use the surface parking lot located on the Land (the "Parking Lot") for parking by Tenant's employees, agents, customers, invites and guests. Such parking shall be free of charge. If, at any time, Landlord reasonably determines that Tenant's use of the Parking Lot has exceeded the number of parking spaces generally allocated to tenants of the Building (3.25 spaces/1,000 USF), Landlord shall give Tenant written notice and Tenant shall, at Tenant's expense, make arrangements for employee parking at a site located off the Land sufficient to reduce Tenant's use of the Parking Lot to the required ratio. Landlord may designate the area within which cars may be parked, and Landlord may change such designations from time to time. Landlord may make, modify and enforce rules and regulations relating to the parking of vehicles in the Parking Lot, and Tenant shall abide by such rules and regulations. Tenant recognizes that vandalism, theft and other crimes commonly occur in parking lots and that the costs required to prevent all such occurrences would be prohibitive. Accordingly, Tenant acknowledges and agrees that all persons using the parking facilities do so at their own risk and that neither Landlord nor any firm that may operate or provide security services to the Property nor any of their respective officers, employees or agents shall have any liability whatsoever for any damages, losses, or injuries to person or property of any kind sustained as a result of any occurrences on the Property and the Parking Lot excepting those caused by acts of gross negligence or willful misconduct on the part of the respective party.

ARTICLE 17 - MISCELLANEOUS

Section 17.01. Benefit of Landlord and Tenant.

This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and permitted assigns.

Section 17.02. Governing Law.

This Lease shall be governed in accordance with the laws of the State where the Building is located.

Section 17.03. Landlord's Option to Terminate.

Notwithstanding any contrary terms or provisions contained in this Lease, Landlord may terminate this Lease according to the following terms as set forth in this Section 17.03:

- (a) At any time following ~~the following~~ ^{the} initial twelve (12) months of the Lease Term, Landlord shall have the opportunity to terminate this Lease provided that Landlord provides Tenant at least One Hundred Eighty (180) days prior written notice of Landlord's election to terminate the Lease ("Cancellation Date").

- (b) On or prior to the Cancellation Date, Tenant will surrender possession of the Leased Premises to Landlord in accordance with the provisions of this Lease, as if the Cancellation Date were the expiration date of the Lease.
- (c) Upon cancellation, Landlord and Tenant will be relieved of their obligations under this Lease, except for those accruing prior to the Cancellation Date.

Section 17.04. Force Majeure.

Landlord and Tenant (except with respect to any rent payment obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

Section 17.05. Examination of Lease.

Submission of this instrument for examination or signature to Tenant does not constitute a reservation of or option for Lease, and it is not effective as a Lease or otherwise until execution by and delivery to both Landlord and Tenant.

Section 17.06. Indemnification for Leasing Commissions.

The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this Lease are the Brokers as defined in Item I of the Basic Lease Provisions. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto as a result of the act of such party. Landlord shall pay all commissions due to the Brokers listed in Item I of the Basic Lease Provisions.

Section 17.07. Notices.

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Article 1. When so mailed, the notice shall be deemed to have been given two (2) days after the date it was mailed. Either party may change its address by giving written notice thereof to the other party.

Section 17.08. Partial Invalidity; Complete Agreement.

If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 17.09. Financial Statements.

During the Lease Term and any extensions thereof, Tenant shall provide to Landlord on an annual basis, within ninety (90) days following the end of Tenant's fiscal year, a copy of Tenant's most recent financial statements prepared as of the end of Tenant's fiscal year. Such financial statements shall be signed by Tenant who shall attest to the truth and accuracy of the information set forth in such statements. All financial statements provided by Tenant to Landlord hereunder shall be prepared in conformity with generally accepted accounting principles, consistently applied.

Section 17.10. Representations and Warranties.

The undersigned represent and warrant that (i) such party is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the state under which it was organized; and (ii) the individual executing and delivering this Lease has been properly authorized to do so, and such execution and delivery shall bind such party. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing representations and warranties.

Section 17.11. Certain Rights Reserved to Landlord.

Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

- A. To change the name of the Building;
- B. To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, coffee cart service and toilet supplies, lamps and bulbs used on the Leased Premises;
- C. To retain at all times pass keys to the Leased Premises;
- D. To grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;
- E. To close the Building after ordinary business hours and on legal holidays subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to a watchman by registration or otherwise and that said persons establish their right to enter and leave the Building; and
- F. To take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements of the Leased Premises or the Building, and identification and admittance procedures for access to the Building as may be necessary or desirable for the safety, protection, preservation or security of the Leased Premises or the Building, or the Landlord's interest, or as may be necessary or desirable in the operation of the Building.

The Landlord may enter upon the Leased Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's obligations hereunder.

Section 17.12. Limitation of Liability.

Notwithstanding anything contained herein to the contrary, Tenant agrees that neither Landlord nor any partner in Landlord, nor any other person having any interest, direct or indirect, immediate or more removed than immediate, in Landlord, shall have any personal liability with respect to any of the provisions of this Lease and Tenant shall look solely to the estate and property of Landlord in the Property for the satisfaction of Tenant's remedies, including without limitation, the collection of any judgment or the enforcement of other judicial process requiring the payment or expenditure of money by Landlord, subject, however, to the prior rights of any holder of any mortgage covering all or part of the Property, and no other assets of Landlord or its partners, or of any other aforesaid person having an interest in Landlord, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims. Without limitation of the foregoing, upon each transfer of the Land and the Building and the landlord's interest in this Lease, the transferor shall automatically be released from all liability under this Lease. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that, subject to the other provisions of this Section, Tenant shall continue to look to Landlord for the performance of its obligations hereunder.

Section 17.13. Patriot Act Matters

Tenant certifies that:

- (a) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by an Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person" or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and
- (b) Tenant is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of this certification.

Section 17.14. Mortgage Approval.

Any provisions of this Lease requiring the approval or consent of Landlord shall not be deemed to have been unreasonably withheld if any mortgagee(s) of the Leased Premises or the Building or any portion thereof refuse or withhold its approve or consent thereto. Any requirement of Landlord pursuant to this Lease which is imposed pursuant to the direction of any such mortgagee shall be deemed to have been reasonably imposed by Landlord.

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

LANDLORD:

LA/SHADELAND STATION, INC., an Indiana corporation

By: 

Printed: Mark B Greco

Title: Vice President

TENANT:

TWG CAPITAL, INC., a Delaware corporation

By: 

Printed: Mark Norbert

Title: CFO

STATE OF _____)
)ss:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known to be the _____, of TWG Capital, Inc., a Delaware corporation, who acknowledged the execution of the foregoing "Office Lease Agreement" on behalf of said corporation.

WITNESS my hand and Notarial Seal this _____ day of March, 2012.

My Commission Expires: _____

Notary Public

My County of Residence: _____

Printed

Exhibits: A - Leased Premises Schematic
 B - Approved Space Plan
 C - Rules and Regulations

Appendix: I - Form of Leased Premises Acceptance Letter

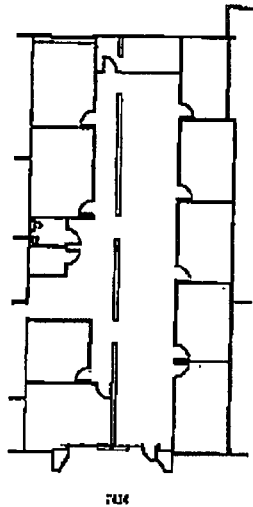
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Case 12-11019-BHL-11 Claim 15-1 Filed 06/06/13 Pg 38 of 44

[illegible]

EXHIBIT B

APPROVED SPACE PLAN



1. Demise premises by installing drywall over opening between suites
2. Strip vinyl wallcovering from demising wall and prepare wall for paint; paint demising wall; use stripped wallcovering to patch any holes in premises
3. Install upper and lower cabinets with sink on demising wall, install outlets for microwave, coffeepot, refrigerator. Installation of cabinets and sink to be completed by the end of March during regular business hours after tenant takes occupancy of premises.

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. Landlord may control the Common Areas.
2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises other than Landlord standard drapes, without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened without the written consent of Landlord.
3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Leased Premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant. Standard interior signs on doors and lobby directory shall be inscribed, painted or affixed for each tenant by the Landlord, and shall be of a size, color and style acceptable to Landlord. The lobby directory will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.
4. The sashes, sash doors, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant.
5. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags 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 subtenants, assignees or any of their servants, employees, agents, visitors or licensees, shall have caused the same.
6. No tenant shall mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct. Landlord shall direct electricians as to where and how telephone or telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without the written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Leased Premises or the Building shall be subject to the approval of Landlord.
7. No bicycles, vehicles, birds or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Leased Premises or the Building, and no cooking shall be done or permitted by any tenant on the Leased Premises, except microwave cooking and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees shall be permitted provided power shall not exceed that amount which can be provided by a 30 amp circuit. No tenant shall cause or permit any unusual or objectionable odors to be produced or permeate the Leased Premises or the Building.

8. The Leased Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Leased Premises. No tenant shall occupy or permit any portion of the Leased Premises to be occupied as an office for the manufacture or sale of liquor, narcotics or tobacco in any form, or as a medical office, or as a barber or manicure shop, or an employment bureau without the express written consent of Landlord. Neither the Leased Premises nor the Building shall be used for lodging or sleeping or for any immoral or illegal purpose.

9. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise or in any other way. No tenant shall throw anything out of doors, windows or down the passageways.

10. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Leased Premises or the Building any inflammable, combustible or explosive fluid, chemical or substance or firearm. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time burn any candle, potpourri, incense or any matter requiring a flame in the Leased Premises or the Building.

11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each tenant must upon the termination of his tenancy, return to the Landlord all keys of doors, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

12. No tenant shall overload the floors of the Leased Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by Landlord at the sole cost and expense of tenant, who shall reimburse Landlord immediately therefor upon demand. All removals or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which Landlord shall reasonably determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to the superintendent of the Building and under his supervision, and the persons employed by any tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. The Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

13. No tenant shall purchase janitorial or maintenance or other like services from any person or persons not approved by Landlord.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as an office location, and upon written notice from Landlord any tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to require all persons entering the Building between the hours of 6 p.m. and 8 a.m. and at all hours on Sunday and legal holidays to register with Landlord's security

personnel. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

16. Any persons employed by any tenant to do janitorial work or other work in the Leased Premises shall, while in the Building and outside of the Leased Premises, be subject to and under the control and direction of the superintendent of the Building (but not as an agent or servant of said superintendent or of the Landlord), and tenant shall be responsible for all acts of such persons.

17. The requirements of tenant will be attended to only upon application to the Office of the Building.

18. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

19. All office equipment of any electrical or mechanical nature shall be placed by tenant in the Leased Premises in settings which will, to the maximum extent possible, absorb or prevent any vibration, noise and annoyance.

20. No air-conditioning unit, space heaters or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.

21. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks, except those equipped with rubber tires and rubber side guards.

22. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord.

23. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles placed in it for that purpose. Landlord may, at its sole discretion, impose a charge against monthly rent of \$50.00 per violation by tenant or any of its employees, representatives, contractors or invitees, of this smoking policy.

24. Tenants will see that all doors are securely locked and water faucets, electric lights and electric machinery are turned off before leaving the Building.

25. Parking spaces associated with the Building are intended for the exclusive use of passenger trucks, vans and automobiles. Except for intermittent deliveries, no vehicles other than passenger trucks, vans and automobiles may be parked in a parking space without the express written permission of Landlord.

26. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

27. No moving may take place during normal business hours. All moving, inclusive of large furniture and deliveries, must take place after 5:30 p.m. All moving/deliveries must be through the main entry doors to the Building. Tenant's moving contractor must protect the lobby floor of the Building with sheets of plywood or (comparable) throughout the duration of Tenant's move-in or move-out. Tenant must notify Landlord of its move-in or move-out date not less than 48 hours prior to the scheduled move date.

unless approved by Landlord MN



It is Landlord's desire to maintain in the Building the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. The Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

Appendix I

LA/Shadeland Station, Inc.
c/o Urdang Capital Management, Inc.
630 West Germantown Pike
Suite 300
Plymouth Meeting, Pennsylvania 19462
Attn: Asset Management Department

Re: Office Lease Agreement between LA/Shadeland Station, Inc. ("Landlord") and TWG Capital, Inc. ("Tenant") dated March __, 2012 regarding the premises located at 7434 Shadeland Station Way, in Indianapolis, Indiana

Dear Sirs:

In accordance with the requirements of Paragraph 2.01 of the Office Lease Agreement referenced above by and between the Tenant and the Landlord, this letter is issued to formally notify the Landlord that the Tenant has accepted possession of the Leased Premises. Further, by execution of this letter, Tenant hereby confirms the Lease Term commenced as of ____, 2012 and that the expiration date of the Lease Term is ____, 2015.

Sincerely,

TWG CAPITAL, INC.

By: _____

Printed: _____

Title: _____

Date: _____

Agreed to and accepted as of the ____ day of ____, 2012.

LA/SHADELAND STATION, INC.

By: _____

Printed: _____

Title: _____

Southern District of Indiana Claims Register

12-11019-BHL-11 TWG Capital, Inc.

Judge: Basil H. Lorch, III **Chapter:** 11

Office: Indianapolis **Last Date to file claims:** 06/07/2013

Trustee: **Last Date to file (Govt):**

Creditor: (11743783)	Claim No: 15	Status:
LA/Shadeland Station, Inc.	Original Filed Date: 06/06/2013	Filed by: CR
630 West Germantown Pike,	Original Entered	Entered by: C Daniel
Ste 300	Date: 06/06/2013	Motsinger
c/o Urdang Capital		Modified:
Management, Inc.		
Plymouth Meeting, PA 19462		
Amount claimed: \$0.00		

History:		
Details	15-1	06/06/2013 Claim #15 filed by LA/Shadeland Station, Inc., Amount claimed: \$0.00 (Motsinger, C)
Description: (15-1) Claim under unexpired lease of nonresidential real property		
Remarks: (15-1) CBRE AGF Shadeland		

Claims Register Summary

Case Name: TWG Capital, Inc.
Case Number: 12-11019-BHL-11
Chapter: 11
Date Filed: 09/14/2012
Total Number Of Claims: 1

Total Amount Claimed*	\$0.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		