

**DRAFT OF LEASE
SCHEDULE F**

6/8/07 AT&T Standard Lease

LEASE AGREEMENT

Dated as of _____, 2007

Between

_____, L.L.C.,
as Lessor

and

AT&T Services, Inc.,
as Lessee

225 West Randolph Street

Chicago, Illinois

This LEASE AGREEMENT (this “**Lease**”) is made and entered into as of _____, 2007, by and between _____, L.L.C., a _____, as Lessor (“**Lessor**”), having its principal place of business at _____, and AT&T Services, Inc., a Delaware corporation as Lessee (“**Lessee**”), having a place of business at 225 W. Randolph Street, 13th Floor, Chicago, IL, 60606 Attn: Regional Manager-Midwest/East.

RECITALS

Pursuant to that certain Real Estate Sale Contract dated as of _____ (the “**Purchase Contract**”), between Illinois Bell Telephone Company, an Illinois corporation, as seller, and _____, as purchaser, seller has agreed to sell and Lessor or its assignee has agreed to purchase certain real property, together with certain improvements thereon and fixtures attached thereto, commonly referred to as 225 W. Randolph Street, Chicago, IL, 60606 (as more specifically defined in the Definitions set forth in Appendix A as the “**Property**”);

Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Property, upon the terms and conditions set forth in this Lease; and

In connection therewith, Lessor desires to grant and delegate to Lessee, and Lessee desires to accept and assume from Lessor, certain rights and duties as described in this Lease.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

TERMS

ARTICLE 1. DEFINITIONS

Section 1.1. *Definitions.* All capitalized terms used but not otherwise defined herein shall have the meanings set forth in Appendix A attached hereto and made a part hereof.

ARTICLE 2. LEASE OF PROPERTY

Section 2.1. *Demise and Lease.* (a) Lessor hereby demises and leases the Property to Lessee, and Lessee does hereby rent and lease the Property from Lessor, for the Base Term and, subject to the exercise by Lessee of its renewal options as provided in Article 5 hereof, for the Renewal Terms.

(b) Lessee may from time to time own or hold under lease or license from Persons other than Lessor furniture, equipment and personal property, including Lessee’s Equipment and Personalty, located on or about the Property, which shall not be subject to this Lease. Lessor shall from time to time, upon the reasonable request of Lessee, promptly acknowledge in writing

to Lessee or other Persons that Lessor does not own or, except as provided in Article 10, have any other right or interest in or to such furniture, equipment and personal property, including Lessee's Equipment and Personalty, whether now owned or hereafter acquired, and Lessor hereby waives any such right, title or interest.

ARTICLE 3. RENT

Section 3.1. *Base Rent.* Lessee shall pay to Lessor Base Rent on each Rent Payment Date (a) during the Base Term in the amount set forth on Schedule 3.1 attached hereto and incorporated herein and (b) during any Renewal Term in the amounts prescribed by Article 5. Each installment of Base Rent is payable monthly in advance.

Section 3.2. *Supplemental Rent.* Lessee shall pay to Lessor, or to such other Person as shall be entitled thereto in the manner contemplated herein or as otherwise required by Lessor, any and all Supplemental Rent as the same shall become due and payable. In the event of Lessee's failure to pay when due and payable any Supplemental Rent, Lessor shall have all rights, powers and remedies provided for herein.

Section 3.3. *Method of Payment.* All Base Rent shall be paid to Lessor, or if Lessor directs (on at least twenty (20) Business Days' prior notice) to Lender, in either case to the Rent Collection Account, or such other account or accounts in the continental United States as Lessor or Lender may from time to time designate (on at least twenty (20) Business Days' prior written notice) to Lessee. Upon Lessor's payment in full of all amounts due to Lender, as reasonably evidenced to Lessee, which evidence must include a written statement to that effect from Lender, evidence of release or assignment of the Lien of the Mortgage or other similar evidence, Lessee shall accept instructions from Lessor (or its new lender, if so instructed by Lessor) as to the payment of Base Rent. Lessee shall make each payment of Base Rent by wire or other transfer of immediately available funds consisting of lawful currency of the United States of America no later than 3:00 PM (Chicago time) at the place of receipt on the applicable Rent Payment Date.

Section 3.4. *Late Payment.* If, during any Lease Year, Lessee shall make any payment of Base Rent more than five (5) days after such payment is due under Section 3.3, Lessor shall notify Lessee in writing that such payment is late and, if Lessee shall at any time thereafter during such Lease Year make any other payment of Base Rent more than five (5) days after such payment is due, then Lessee shall pay interest on such late payments from the due date of such payments to the date of receipt of such payments by Lessor at a rate per annum equal to the Default Rate, provided that if Lessor shall fail to notify Lessee of any such late payment within three (3) months after the due date thereof, Lessee shall not be obligated to pay interest on such late payment.

Section 3.5. *No Setoff.* It is agreed and intended that, except as otherwise specifically provided in this Lease, Base Rent, Supplemental Rent and any other amounts payable hereunder by Lessee shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, diminution or reduction.

Section 3.6. *True Lease.* It is the intent of Lessor and Lessee and the parties agree that this Lease is a true lease and that this Lease does not represent a financing agreement. Each party shall reflect the transaction represented hereby in all applicable books, records and reports (including income tax filings) in a manner consistent with “true lease” treatment rather than “financing” treatment.

ARTICLE 4. RIGHT OF FIRST REFUSAL

Section 4.1. *Right of Refusal.* (a) Subject to Sections 4.2(a) and 4.3(d), and provided that no Lease Event of Default has occurred and is continuing, Lessee shall have a right of first refusal as described in this Article 4 with respect to (i) any sale of the Property or (ii) any sale or sales that would in the aggregate result in the current controlling member, shareholder or partner of Lessor or its Affiliates ceasing to own, directly or indirectly, at least a majority interest in Lessor and in the profits and losses of Lessor. If Lessor or any party that owns an interest, directly or indirectly, in Lessor (the “**Offeror**”), receives an offer for the Property or any of the above described interests from any party (other than an Affiliate of such Offeror), which offer the Offeror wishes to accept or has accepted subject to Lessee’s rights in this Article 4, the Offeror shall deliver to Lessee a notice (constituting an offer) stating the sales price and all other material terms for the sale of the Property or interest that Lessor would accept (which notice may be an executed purchase and sale agreement with a prospective purchaser (which must be subject to the terms of this Article 4)) (the “**First Refusal Notice**”). Lessee shall have thirty (30) days from its receipt of the First Refusal Notice to accept the offer set forth in the First Refusal Notice (the “**Terms**”). For purposes hereof, the thirty (30) day period is referred to as the “**Applicable Period**”. A First Refusal Notice may be accepted by Lessee or its designee. The Offeror shall not be permitted to revoke the First Refusal Notice during the Applicable Period, but the First Refusal Notice shall be deemed to be revoked during the Applicable Period if Offeror and Lessee or its designee enter into a purchase agreement on terms different than the Terms. The Terms may be rejected by Lessee at any time.

(b) If Lessee desires to accept the Terms for the Property or the offered interests, Lessee must accept the Terms within the Applicable Period and must enter into a purchase agreement with the Offeror for the purchase and sale of the Property or offered interests in substantially the same form as executed between the Offeror and the prospective purchaser, but without any inspection period, by the later of (x) the expiration of the Applicable Period or (y) thirty (30) days after Lessee has irrevocably accepted the Terms. The purchase agreement for the sale of the Property or offered interests shall provide for a closing on the terms set forth in the Terms. Lessor (on behalf of the Offeror) and Lessee agree to negotiate any purchase agreement in good faith, subject to Section 4.3. Lessee shall not have the right to accept the Terms during the continuance of any Lease Event of Default.

(c) If Lessee (or its designee) rejects the Terms, the Offeror shall either (i) execute a purchase agreement on the Terms and close (absent a default by the buyer) or (ii) if the Terms were contained in an executed agreement with a buyer, close on the Terms therein (absent a default by the buyer), in each case within 120 days from (y) the expiration of the Applicable Period or (z) the date Lessee rejects the Terms, whichever is earlier. This Lease and Lessee’s

rights hereunder shall survive any sale or transfer described herein. If the closing does not occur within such period, the Offeror shall be required to repeat the procedure set forth in Section 4.1(a) if it still wishes to sell the Property or offered interests.

(d) If an affiliate of Lessee is the purchaser of the Property there shall be no merger of the fee and the leasehold.

Section 4.2. *Non-Applicability of Section 4.1.* (a) Section 4.1 shall not apply to a conveyance or assignment to an Affiliate of Lessor, to Lender or an Affiliate of or successor to Lender, to the purchaser at a foreclosure sale in connection with the foreclosure, or to Lender or any Affiliate or designee in connection with a deed in lieu of foreclosure of the Mortgage. Lessee's rights hereunder shall survive any sale or transfer described above.

(b) Any purchase of the Property under this Article 4 will be subject to this Lease and the Mortgage, unless the indebtedness secured by the Mortgage is repaid in full. If Lessee or its Affiliate is the purchaser of the Property there shall be no merger of the fee and the leasehold.

Section 4.3. *Miscellaneous.* (a) Lessee's failure to elect to purchase the Property shall not constitute a waiver on the part of Lessee of its rights under this Article 4 with respect to any other proposed sale, assignment, transfer, conveyance or other disposition; provided, however, that a transfer of the Property pursuant to a deed in lieu of foreclosure or by foreclosure shall result in all of Lessee's rights under this Article 4 being extinguished.

(b) The First Refusal Notice and the Terms may cover only the Property and not any other property owned by Lessor or an affiliate of Lessor.

(c) The First Refusal Notice and the Terms must cover the entire Property. Lessor may not sell, or offer to sell, or transfer, or offer to transfer, any interest, the result of which would be a sale or transfer of less than the entirety of the Property. This right of first refusal shall also be triggered and the rights of Lessee hereunder vested in the event the Property is included in a sale or transfer of an interest in real estate of which the Property is a part.

(d) The controlling member, shareholder or partner of Lessor may not transfer or assign its interest in Lessor (other than in connection with a corporate transaction involving the transfer of all or substantially all of the assets of the controlling member, shareholder or partner of Lessor at a time when such assets include significant assets other than such party's interest in Lessor) unless it first complies with the provisions of Section 4.1 and (i) neither the transferee nor any Affiliate thereof is a Significant Competitor, directly or indirectly, of Lessee or any Affiliate thereof (provided that this clause (i) shall not apply if Lessor shall have properly declared a monetary Lease Event of Default or if a non-monetary Lease Event of Default shall have occurred and be continuing, or during the period after an Intent to Renew Date if Lessee has not elected to renew this Lease by such Intent to Renew Date pursuant to Section 5.1), and (ii) such transfer or assignment shall not result in a violation of Applicable Laws, including the Securities Act of 1933, as amended, any other applicable securities law or ERISA or accounting requirements for treatment of this Lease by Lessee as an operating lease.

ARTICLE 5.
RENEWAL OPTIONS

Section 5.1. *Renewal Options.* (a) Lessor hereby grants to Lessee the option to extend the term of this Lease for the following periods (each, a “**Renewal Term**”):

(i) for two (2) consecutive Renewal Terms of five (5) years each, the initial Renewal Term commencing on the date that is the day after the expiration of the Base Term and ending on the fifth (5th) anniversary of the expiration of the Base Term (the “**First Renewal Term**”); the second Renewal Term (the “**Second Renewal Term**”) commencing on the day that is the day after the expiration of the First Renewal Term and ending on the fifth (5th) anniversary thereof (the First Renewal Term, and the Second Renewal Term, collectively, the “**Initial Renewal Terms**”); and

(ii) for two (2) consecutive terms, the first being for a total of five (5) years and the second being for a total of four (4) years eleven (11) months (each, an “**Additional Renewal Term**”), with each such Additional Renewal Term commencing on the date that is the day after the expiration of the preceding Renewal Term.

(b) In order to exercise its option to extend this Lease for any Renewal Term, the following procedure shall be followed:

(i) Lessee shall give Lessor written notice (a “**Notice to Renew**”) of its intent to exercise its option to extend the term of this Lease not less than twelve (12) months prior to the expiration of the Base Term or the First Renewal Term, or the Second Renewal Term, as applicable, with respect to the Initial Renewal Terms, and not less than sixteen (16) months prior to the expiration of the then current Renewal Term for any Additional Renewal Term (each, an “**Intent to Renew Date**”). If Lessee fails to provide a Notice to Renew for any Renewal Term by the due date therefor, Lessor shall so notify Lessee in writing that such Intent to Renew Date has passed, and Lessee shall have an additional thirty (30) days after receipt of such notice to exercise its option to extend the Lease Term for the applicable Renewal Term.

(ii) Subject to paragraph (c) below, the monthly Base Rent payable for the Initial Renewal Terms shall be as set forth on Schedule 3.1.

(iii) The monthly Base Rent payable for each Additional Renewal Term shall be equal to 90% of the Fair Market Rent, anticipated to be in effect as of the commencement date of the applicable Renewal Term. Upon receipt of Lessee’s notice of its intent to renew this Lease for any Additional Renewal Term, Lessor and Lessee shall promptly (but no earlier than 16 months prior to commencement of the applicable Renewal Term) commence good faith negotiations to agree upon the Fair Market Rent. If the parties cannot agree on the Fair Market Rent within thirty (30) days after Lessor has received Lessee’s Notice to Renew, the Fair Market Rent shall be determined by the Appraisal Procedure not later than 13 months prior to the expiration of the then current Lease Term. Within thirty (30) Business Days after the determination of the Fair Market Rent and the Base Rent for the applicable Renewal Term, Lessee must irrevocably

exercise its right to extend the Lease Term. If Lessee fails to do so it will be deemed to have waived its right to renew, and the Lease Term shall expire at the expiration of the then current Renewal Term.

(c) Lessee in exercising any renewal option may renew on a full floor by full floor basis as to any combination of floors within the office building at the Property that Lessee so elects to lease for the Renewal Term. Lessee is not obligated to exercise a renewal for all of the floors of space then constituting the Property under the Term then ending. Lessee in providing Lessor with notice of its renewal and extension of the Term shall specify in such written notice both those floors of the Property for which it is renewing the Lease and also those floors of the Property, if any, which Lessee does not intend to continue leasing during the Renewal Term and will be “giving back” to Lessor. Lessee may not exercise the Renewal Term for less than a full floor. If Lessee in exercising its renewal rights granted hereunder ceases to lease the entire Property, then the additional lease provisions set forth in Schedule 5 shall become applicable. Any floors within the office building of the Property that are not included as a part of the Property for a Renewal Term (the “Give Back Space”) are thereafter excluded from the Property for purposes of any subsequent Renewal Term. Lessor may market and lease to a third party all such Give Back Space, subject to the restrictions on leasing to a “Significant Competitor” of Lessee as set forth in Schedule 5 of this Lease. Lessee’s option to renew hereunder may be exercised by any assignee of Lessee in compliance with Article 11 hereof.

(d) The right of Lessee to extend the term of this Lease for any Renewal Term is contingent upon there not being any Lease Event of Default in existence on the date of Lessee’s exercise of such right or on the date that the Renewal Term commences.

Section 5.2. *Lease Provisions Applicable During Renewal.* All the provisions of this Lease shall be applicable during each Renewal Term (provided that, in the case of a partial renewal by floor under paragraph 5.1(c), the provisions of this Lease shall only apply to the extent applicable to the Building and related areas as to which this Lease was renewed and the additional provisions as provided in Schedule 5 shall be applicable), and the number of Renewal Terms shall be correspondingly reduced.

ARTICLE 6.

LESSEE’S ACCEPTANCE OF PROPERTY, ENFORCEMENT OF WARRANTIES

Section 6.1. *Waivers.* The Property is demised and let by Lessor “AS IS” in its present condition, subject to (a) the rights of any parties in possession thereof, including the one existing tenant “Pot Bellies” on the first floor, (b) the state of the title thereto existing at the time of the commencement of the Lease Term (other than defects in, or exceptions to, title, if any, created by Lessor, but including liens created by the Mortgage and related debt documents), (c) any state of facts which an accurate survey or physical inspection might show, (d) all Applicable Laws, (e) any violations of Applicable Laws which may exist at the commencement of the Lease Term and (f) the presence of any Hazardous Materials at or under the Property or at or under any property in the vicinity of the Property. NONE OF LESSOR, LENDER OR ANY AFFILIATE THEREOF HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR SHALL BE DEEMED TO HAVE ANY LIABILITY WHATSOEVER AS TO THE VALUE, HABITABILITY,

COMPLIANCE WITH ANY PLANS AND SPECIFICATIONS, CONDITION, DESIGN, OPERATION, LOCATION, USE, DURABILITY, MERCHANTABILITY, CONDITION OF TITLE, OR FITNESS FOR USE OF THE PROPERTY (OR ANY PART THEREOF) FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY (OR ANY PART THEREOF) AND NONE OF LESSOR, ANY AFFILIATE THEREOF OR LENDER OR ANY DESIGNEE THEREOF SHALL BE LIABLE FOR ANY LATENT, HIDDEN, OR PATENT DEFECT THEREIN OR FOR THE FAILURE OF THE PROPERTY TO BE CONSTRUCTED IN ACCORDANCE WITH ANY PLANS AND SPECIFICATIONS THEREFOR, FOR THE COMPLIANCE OF THE PLANS AND SPECIFICATIONS FOR THE PROPERTY WITH APPLICABLE LAWS OR FOR THE FAILURE OF THE PROPERTY, OR ANY PART THEREOF, TO OTHERWISE COMPLY WITH ANY APPLICABLE LAWS. It is agreed that Lessee or an Affiliate of Lessee has occupied the Property as tenant or owner immediately prior to entering into this Lease, has inspected the Property, is satisfied with the results of its inspections of the Property and is entering into this Lease solely on the basis of the results of its own inspections and all risks incident to the matters discussed in the preceding sentence. The provisions of this Article 6 have been negotiated, and the foregoing provisions are intended to be a complete exclusion and negation of any representations or warranties by Lessor, any Affiliate thereof or Lender, express or implied, with respect to the Property, that may arise pursuant to any law now or hereafter in effect, or otherwise, and specifically negating any warranties under the Uniform Commercial Code, as in effect in the State in which the Property is located.

Section 6.2. *Assignment of Warranties.* (a) Lessor hereby assigns and sets over to Lessee, and Lessee hereby accepts the assignment of, all of Lessor's right, title, interest and estate in, to and under any and all warranties and other claims against dealers, manufacturers, vendors, contractors and subcontractors relating to the construction, use and maintenance of the Property or any portion thereof now existing or hereafter acquired (excluding from such assignment any such warranties and claims which by their terms are not assignable by Lessor without loss of some or all of the benefits of such warranties or claims); provided, however, that Lessor shall have no obligations under, or liabilities with respect to, any such warranties and claims.

(b) Lessor authorizes Lessee (directly or through agents) at Lessee's expense to assert during the Lease Term, all of Lessor's rights (if any) under any applicable warranty and any other claim that Lessee or Lessor may have against any dealer, vendor, manufacturer, contractor or subcontractor with respect to the Property or any portion thereof.

(c) Lessor agrees, at Lessee's expense, to cooperate with Lessee and take all other action necessary as specifically requested by Lessee to enable Lessee to enforce all of Lessee's rights (if any) under this Section 6.2, such rights of enforcement to be exclusive to Lessee, and Lessor will not, during the Lease Term, amend, modify or waive, or take any action under, any applicable warranty or other claim that Lessee may have under this Section 6.2 without Lessee's prior written consent.

ARTICLE 7.
LIENS

Section 7.1. *Liens.* Lessee shall not directly or indirectly create, incur, assume or suffer to exist any Lien (other than Permitted Liens) on or with respect to (a) all or any part of the Property, title thereto or any interest therein; (b) this Lease or the leasehold interest created hereby; (c) the Rent, title thereto or interest therein; or (d) the rentals payable with respect to the subletting of the Property. Lessee shall promptly, but not later than sixty (60) days after receipt of notice of the filing thereof, at its own expense, take such action as may be necessary duly to discharge or eliminate or bond in a manner reasonably satisfactory to Lessor any such Lien (other than Permitted Liens); provided, however, that Lessee may contest any such Lien in good faith, upon satisfaction of the conditions contained in Section 8.6(c) (excluding clause (vii) thereof) with respect to Lessee's right to contest Impositions. During the course of any such contest, Lessee need not discharge or bond such Lien provided that no action to foreclose the Lien has been brought in any judicial or quasi-judicial action and no Lease Event of Default is then continuing.

NOTHING CONTAINED IN THIS LEASE SHALL BE CONSTRUED AS
CONSTITUTING THE CONSENT OR REQUEST OF LESSOR, EXPRESS OR IMPLIED, TO
OR FOR THE PERFORMANCE BY ANY CONTRACTOR, LABORER, MATERIALMAN,
OR VENDOR OF ANY LABOR OR SERVICES OR FOR THE FURNISHING OF ANY
MATERIALS FOR ANY CONSTRUCTION, ALTERATION, ADDITION, REPAIR OR
DEMOLITION OF OR TO THE PROPERTY OR ANY PART THEREOF, WHICH WOULD
RESULT IN ANY LIABILITY OF LESSOR FOR PAYMENT THEREFOR. NOTICE IS
HEREBY GIVEN THAT LESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES
OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE
HOLDING AN INTEREST IN THE PROPERTY OR ANY PART THEREOF THROUGH OR
UNDER LESSEE, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH
LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST
OF LESSOR IN AND TO THE PROPERTY.

Notwithstanding the foregoing paragraph, Lessor agrees to reasonably cooperate with Lessee (without exposing its interest in the Property), at no cost to Lessor, to allow Lessee to perform alterations on the Property in accordance with Section 8.4.

ARTICLE 8.
USE; MAINTENANCE AND CAPITAL REPAIR; ALTERATIONS; COMPLIANCE WITH
LAWS; IMPOSITIONS AND OTHER CHARGES; LITIGATION

Section 8.1. *Use.* The Property may be used for any lawful purpose, other than (a) any use that would constitute a public nuisance or that would materially increase the risk of Lessor incurring liability under any Environmental Law, (b) any use that would make it impossible to obtain or would invalidate any insurance policy with respect to the Property that is required to be maintained hereunder, (c) any use that would involve the mining for or removal of any oil, gas or minerals on the Property or (d) any use that involves the storage, handling or processing of Hazardous Materials in violation of Applicable Law. Lessee is not required to occupy the

Property or conduct any business therein and neither failure to occupy or operate on or from the Property by Lessee shall be a default or breach of this Lease.

Section 8.2. *Maintenance.* (a) Except for Lessor Capital Repair Items as defined in Section 8.2(c), Lessee shall make and perform all day-to-day maintenance and repairs at the Property (including the Improvements). Such day-to-day maintenance and repair shall include by way of illustration and not limitation maintenance and repair of the HVAC and mechanical systems of the Improvements, parking, driveways and walkways and landscaping, painting and carpeting within the Improvements, as well as performing necessary snow removal and garbage collection. Lessee shall make all such repairs to the Property (including the Improvements) and shall keep the Property clean, neat, safe, sanitary, and in the same or better condition, order, and repair as exists as of the Commencement Date, subject to ordinary wear and tear and the age of the Property and Improvements. Any service contracts entered into by Lessee with respect to Lessee's maintenance obligations under this Section 8.2(a) shall be at Lessee's sole cost.

(b) Lessor and Lessee anticipate that the items identified on Schedule 8.2 (the "**Lessee Capital Repair Items**") may need replacement during the Base Term, and Lessee shall repair and/or replace, as the case may be, such Lessee Capital Repair Items during the Base Term, provided that Lessee shall not be obligated to expend more than [**Note: Lessee in discussion with Buyer/Lessor will determine this amount during the Purchase Agreement Inspection Period after review of its existing maintenance records for Property in keeping with AT&T's usual pattern and practice in making capital repairs**] _____ Dollars (\$ _____) in the aggregate for the repair and/or replacement of all Lessee Capital Repair Items (including without limitation amounts heretofore incurred or expended for any Lessee Capital Repair Item) (the "**Cost Limit**"). Lessee shall complete the repairs or replacements of Lessee Capital Repair Items for which it is responsible as set out above at such times and in such manner as Lessee determines are reasonable and prudent under the circumstances and taking into consideration the impact or potential interference with Lessee's business, provided that Lessee shall cause such repairs and replacements to be done in a good and worker-like manner and in compliance with all Applicable Laws (subject to Lessee's right to contest the applicability of any law or regulation).

Lessee shall from time to time notify Lessor of the completion of Lessee Capital Repair Items that have been repaired or replaced and the cost thereof. In the event that any repair or replacement required to be performed and paid for by Lessee under this Section 8.2(b) shall not be completed prior to the end of the Term, Lessee shall assign to Lessor all contracts with respect thereto, and from time to time, Lessor shall submit accurate invoices (including reasonable supporting documentation) to Lessee showing the amounts expended by Lessor under such contracts, and Lessee shall reimburse or pay to Lessor such amount within ten (10) Business Days thereof, provided that in no event shall Lessee be obligated to pay more than the Cost Limit in the aggregate. If Lessee does not reimburse or pay Lessor within such ten (10) Business Day period, then such amount will bear interest from the end of such ten (10) Business Day period to the date so reimbursed or paid to Lessor at the Prime Rate.

In the event the aggregate cost of all work heretofore or hereafter performed or caused to be performed by Lessee with respect to the Lessee Capital Repair Items exceeds the Cost Limit

(the amount of such excess from time to time, the “**Excess**”), from time to time Lessee shall submit accurate invoices (including reasonable supporting documentation) to Lessor showing the amounts expended or to be expended by Lessee, and Lessor shall reimburse or pay to Lessee for the Excess within ten (10) Business Days thereof. If Lessor does not reimburse or pay to Lessee within such ten (10) Business Day period, then Lessee upon notice to Lessor may from time to time set-off the amount owed by Lessor (together with interest at the Prime Rate on the amount not reimbursed from time to time, after giving effect to any set-off) against installments of Base Rent.

(c) In addition to the Lessor’s obligation to reimburse or pay Excess amounts pursuant to Section 8.2(b) above, Lessor shall be responsible, at its cost, for any repair or replacement (of the whole or any major part) of any item of a capital nature a (“**Capital Repair**”) not identified on Schedule 8.2 (the “**Lessor Capital Repair Items**”), including without limitation the roofs (except to the extent included in any roof repairs identified on Schedule 8.2), foundations and footings of the Improvements. Lessee shall give Lessor written notice of any Lessor Capital Repair Item that Lessee has identified as needing repair or replacement (whether expected or unexpected), and Lessor shall promptly commence the repair or replacement thereof. Lessee shall allow Lessor and its representatives and agents reasonable access (subject to the limitations with respect to access by an Inspecting Party set forth in Section 15.1) to the Property to enable Lessor to evaluate the need for the Lessor Capital Repair Item identified by Lessee. If Lessor does not agree that any such Lessor Capital Repair Item is in need of repair or replacement or that such item is not a Lessor Capital Repair Item, then Lessor shall so notify Lessee in writing within ten (10) days of Lessor’s receipt of Lessee’s notice, including the reasons therefor. If Lessee and Lessor cannot reach agreement as to the repair or replacement of the Lessor Capital Repair Item in question or as to the nature of the repair (i.e. whether the repair of replacement constitutes a Lessor Capital Repair Item), the parties shall submit the issue to mediation and Arbitration per Section 27 of this Lease. The arbitrator shall determine whether based upon Lessee’s standard for having replaced and/or repaired capital items at the Property during the Base Term, such item would have been repaired or replaced and whether or not the repair or replacement constitutes a Lessor Capital Repair Item. If it is determined that, based upon Lessee’s standard for having replaced and/or repaired capital items at the Property during the Base Term, such item would have been repaired or replaced and that the repair or replacement constitutes a Lessor Capital Repair Item, then Lessor shall, at its expense, promptly cause such Lessor Capital Repair Item to be done. In the event Lessor does not make such Capital Repair, Lessee may do so, in which event Lessor shall reimburse Lessee for the cost thereof within ten (10) Business Days of Lessor’s receipt of an invoice therefor, together with reasonable back-up documentation, from Lessee. In the event that Lessor does not so reimburse Lessee, then Lessee may, in accordance with Section 18.2 hereafter, exercise it rights as set forth therein.

(d) The provisions of this Section 8.2 shall not apply in the case of Casualty to or Condemnation of the Property, in which case the obligations of the parties shall be as provided in Article 12.

Section 8.3. [Intentionally Deleted]

Section 8.4. *Alterations.* (a) At any time and from time to time, Lessee, at its sole cost and expense, may make (1) non-structural Alterations to the Property; (2) structural Alterations to the Property costing, for each scope of work, as reasonably determined by Lessee, less than the Threshold Amount with prior notice to Lessor and Lender; and (3) structural Alterations costing, for each scope of work, as reasonably determined by Lessee, at or above the Threshold Amount after giving prior written notice to Lessor and Lender and obtaining Lessor's and Lender's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided that no Alteration (whether consent is necessary or not) shall (i) impair in any material respect the utility, remaining useful life or fair market value of the Property, in each case assuming that the Improvements are then being operated and maintained in accordance with this Article 8; (ii) create a violation of this Lease; (iii) increase in any material respect the risk of liability to Lessor, including any material risk of liability under any Environmental Laws; (iv) materially and permanently reduce the rentable square footage (as calculated in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI 765.1-1996, as promulgated by the Building Owners and Managers Association International) of the Improvements; (v) materially weaken, temporarily (other than during construction or repair of the structure) or permanently, the structure of the Improvements or any part thereof; or (vi) reduce the permitted uses of the Improvements under applicable zoning or land use laws so as to reduce the fair market value of the Property. Notwithstanding the requirements for notice and consent set forth above, Lessee may, in good faith, make any repairs (structural or non-structural) required by virtue of an emergency without satisfying any otherwise applicable notice and/or consent requirement, provided Lessee notifies Lessor of such repair (to the extent otherwise required) as promptly as is reasonably practical after the emergency.

(b) Every Alteration shall comply with the following terms (which compliance shall be at Lessee's sole cost and expense): (i) except (unless required by Applicable Law) for Alterations costing less than the Threshold Amount for each scope of work, as reasonably determined by Lessee, the Alteration shall be made (x) in accordance with plans and specifications (copies of which shall be delivered to Lessor and Lender prior to construction) prepared by a certified architect or civil engineer who shall be licensed in the appropriate jurisdiction to the extent required for the filing of any plans in connection with such Alteration (which architect may be an employee of Lessee or its Affiliates) and (y) under the supervision of such architect or engineer or other reasonably capable person; (ii) the structural integrity of the existing Improvements shall not be impaired upon completion of such work; (iii) Lessee shall obtain any licenses, approvals or permits required (including final approvals), copies of which shall be delivered to Lessor and the Lender upon written request by such party; and (iv) such Alterations shall not encroach upon any adjacent premises. Lessor agrees to cooperate with Lessee (at no cost to Lessor) in signing permit applications and similar documents to the extent required for any Alteration. Lessee shall submit such applications or similar documents to Lessor and Lender to the extent Lessor's and Lender's approval is required for the subject Alteration. Lessee may execute such applications or similar documents on behalf and (if necessary) in the name of Lessor for all Alterations for which Lessor's consent is not required and for Alterations for which Lessor's and Lender's consent is required and has been granted if Lessor has not executed such documents within ten (10) days of Lessee's request therefor. Lessee shall promptly furnish Lessor with copies of all documents Lessee has signed on behalf of Lessor. Nothing herein shall be deemed to impose any liability or responsibility on Lessor for

performance or payment of any Alteration. Lessee shall indemnify, defend and hold harmless Lessor from and against any Claim asserted against or costs incurred by Lessor arising out of the foregoing pursuant to the terms of Section 19.1. In connection with any Alteration, Lessee shall perform and complete all work promptly and in a good, worker-like manner in compliance with Applicable Laws (subject to Lessee's right to contest the applicability thereof) and the plans and specifications submitted to Lessor and Lender, if applicable. Lessee shall maintain or cause to be maintained at all times during construction property insurance and commercial general liability insurance required under this Lease naming Lessor as owner/lessor and Lender as mortgagee and loss payees as their interests may appear under such property insurance and including as additional insureds under such liability insurance. Lessee shall provide "as-built" plans to Lessor and Lender for any structural Alteration for which Lessee has "as-built" plans prepared. If Lessee does not have "as-built" plans prepared for any Alteration, Lessee shall provide to Lessor and Lender copies of such plans, if any, submitted to the City in connection with Lessee's application for any necessary permits.

(c) With respect to such structural Alterations for which Lessee must obtain the consent of Lessor and Lender pursuant to the terms of this Lease, Lessor and Lender shall each have fifteen (15) Business Days after Lessee's delivery of its request for consent (**WHICH CLEARLY SHALL STATE IN BOLD-FACE TYPE THAT THE FAILURE TO RESPOND WITHIN FIFTEEN (15) BUSINESS DAYS WILL RESULT IN DEEMED CONSENT UPON FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER A "FAILURE TO RESPOND" SECOND NOTICE**), together with preliminary drawings and specifications for such Alterations, within which Lessor and Lender, as the case may be, may grant or not grant Lessee's request for consent. If Lessor or Lender, as the case may be, shall not have responded to Lessee within such 15-Business Day period, Lessee may give a second notice **WHICH CLEARLY SHALL STATE IN BOLD-FACE TYPE THAT THE FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS SHALL BE DEEMED CONSENT**. If Lessor or Lender, as the case may be, shall not, within five (5) Business Days after such second notice, notify Lessee that such consent will not be granted, such consent shall be deemed to have been granted. Whether or not the Alteration is approved, all reasonable out-of-pocket costs of review incurred by Lessor (including any such costs attributable to Lender) shall be paid by Lessee within thirty (30) days of receipt of an invoice therefor. In the event Lessor and Lessee cannot agree as to whether Lessor unreasonably withheld its consent to a proposed Alteration, the parties shall submit such dispute to mediation and Arbitration per Section 27 of this Lease.

(d) Lessor covenants and agrees that its debt documents will contain provisions that require Lender to acknowledge and agree to be bound by the provisions set forth in subsections (a), (b) and (c) of this Section 8.4.

(e) Title to Alterations shall without further act vest in Lessor and shall be deemed to constitute a part of the Property and be subject to this Lease if (i) such Alteration is in replacement of or in substitution for a portion of the Improvements as of the date hereof, (ii) such Alteration is required to be made pursuant to the terms of Section 8.2 or (iii) such Alteration is Nonseverable. Lessor and Lender shall notify Lessee in their consent to any Alteration as to whether such Alteration must be removed upon termination of this Lease. In the event Lessor and Lender are deemed to have consented to any Alteration, Lessee shall not be required to remove such Alteration.

(f) If an Alteration is not within any of the categories set forth in Section 8.4(e), then title to such Alteration shall vest in Lessee and such Alteration shall be removed by Lessee to the extent required under Article 10 hereof. All Alterations to which title shall vest in Lessee as aforesaid, and all Lessee's Equipment and Personalty, so long as removal thereof shall not result in the violation of any Applicable Law or this Lease, may be removed at any time by Lessee, provided that Lessee shall, at its expense, repair any damage to the Property caused by the removal of any such Alteration.

Section 8.5. *Compliance with Law; Environmental Compliance.* (a) Lessee, at Lessee's expense, shall comply, and shall use its best efforts to cause its subtenants and other users of the Property to comply, in all Material respects at all times with all Applicable Laws, including Environmental Laws.

(b) Lessee shall notify Lessor and Lender promptly if Lessee (i) becomes aware of the presence or Release of any Hazardous Materials at, on, under, emanating from or migrating to the Property which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any Material liability under any Environmental Law, provided that Lessee shall not have any obligation to investigate the Property for any such presence or Release of Hazardous Materials and none of Lessee's employees shall be deemed to have knowledge of the Environmental Laws applicable to the Property or what would constitute a violation thereof, or (ii) receives any written notice, claim, demand, material request for information or other material communication from a Governmental Authority regarding the presence or Release of any Hazardous Material at, on, under, within, emanating from or migrating to the Property or related to the Property which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any Material liability.

Section 8.6. *Payment of Impositions.* (a) Lessee shall pay or cause to be paid all Impositions due and payable during the Lease Term or payable as provided in Section 8.7, before any fine, penalty, premium, further interest (except as provided in Section 8.6(b)) or cost may be assessed or added for nonpayment, such payments to be made directly to the taxing authorities where feasible. If requested, Lessee shall deliver to Lessor and the Lender copies of receipts, canceled checks or other documentation reasonably satisfactory to Lessor and Lender evidencing payment of Impositions to the extent Lessee maintains such documentation as part of its customary retention policy; provided, however, that Lessee shall maintain in its records evidence of payment of real estate taxes for a period of no less than four (4) years.

(b) If any such Imposition may, at the option of the taxpayer, lawfully be paid in installments (regardless whether interest shall accrue on the unpaid balance of such Imposition), Lessee may exercise the option to pay the same in installments, and in such event Lessee shall pay only those installments that become due and payable during the Lease Term or, as provided in Section 8.7, relate to the Lease Term, as the same become due and before any fine, penalty, premium, further interest or cost may be assessed or added thereto.

(c) Notwithstanding the foregoing, Lessee shall have the right to contest any Imposition, subject to the following: (i) such contest shall be at Lessee's sole cost and expense; (ii) such contest shall be by appropriate legal proceedings conducted in good faith and with due diligence; (iii) such contest will operate to suspend the collection of, or other realization upon,

such Imposition, from any Property or other interest of Lessor or Lender, or from any Rent (and will not otherwise adversely affect Lessee's obligation to pay, and Lessor's right to receive, Rent); (iv) such contest will not otherwise adversely affect Lender's lien on any Property or Lessor's right to any Property (for purposes hereof, "adversely affect" being deemed to mean that such lien or Lessor's right would be subject to reasonable likelihood of extinguishment); (v) such contest will not materially and adversely interfere with the possession, use or occupancy or sale of the Property; (vi) such contest will not subject Lessor or Lender to any civil (other than for the amounts being contested and related interest, penalties, costs and expenses) or criminal liability; (vii) Lessee shall not postpone the payment of any Imposition for such length of time as shall permit the Property to become subject to a lien created by such item being contested that is prior to the lien of the Mortgage (other than a lien for real property taxes which are already a first lien); and (viii) no Lease Event of Default shall then be existing. Lessee shall pay any Imposition (and related costs) promptly after forgoing any contest or after receipt of a final non-appealable adverse judgment.

Section 8.7. *Adjustment of Impositions.* Impositions with respect to the Property for a billing period during which Lessee's obligation to indemnify Lessor pursuant to this Lease expires or terminates as to the Property shall be adjusted and prorated on a daily basis between Lessor and Lessee, whether or not such Imposition is imposed before or after such expiration or termination of this Lease, and Lessee's and Lessor's obligation to pay its pro rata share thereof shall survive such expiration or termination (to the extent, with respect to Lessor, it is obligated to reimburse Lessee for Impositions paid by Lessee for periods after expiration of the Lease Term). Lessee acknowledges that at closing under the Purchase Contract, no credit was given to Lessor for accrued real estate taxes, in consideration for Lessee's agreement to pay accrued real estate taxes through the termination of the Lease. Thus, in the year in which the Lease Term terminates, and promptly after the final real estate tax bill for that tax year is received by Lessor, Lessor will calculate Lessee's obligation for real estate taxes through the termination date and submit an invoice and a copy of the tax bill to Lessee. Lessee will be obligated to pay to Lessor the amount so determined. Lessor acknowledges that Lessee may bring any tax certiorari or other actions for refunds of Impositions or adjustments of Impositions for which Lessee is liable under this Lease or relating to periods prior to the commencement date of the Lease Term and Lessee shall be entitled to all such refunds, provided that Lessee shall take no such action which could increase any Imposition for a period after the expiration of this Lease. During the Lease Term, Lessor agrees to cooperate with Lessee in such proceedings, at no cost to Lessor.

The parties acknowledge that upon any subsequent sale of the Property by Lessor the City of Chicago will require that a Certificate of Value or equivalent be filed by the buyer of the Property, in accordance with City Ordinances, disclosing the true and full sale price paid by such buyer for the Property, which may then result in the Assessor for the City of Chicago increasing the assessed valuation of the Property and thereby lead to an increase in the annual ad valorem taxes imposed on the Property. Lessor covenants that if the assessed valuation of the Property is increased by the Assessor within the twelve months following any year in which the fee simple ownership of the Property is transferred, then Lessor or then owner of the Property shall annually thereafter promptly pay to or reimburse Lessee for an amount equal to the increased ad valorem real estate taxes imposed upon the Property as a result of such increase in assessed valuation due to such sale. The parties agree that the portion of ad valorem taxes payable by Lessor shall be based on the difference between the assessed valuation of the Property as of January 1st of the

year preceding the ownership change and the assessed valuation of the Property as of January 1st of the year following the year in which the ownership change occurred (the “Lessor Tax Contribution”). If Lessor does not directly pay the Lessor Tax Contribution prior to such Taxes being delinquent, then Lessee upon notice to Lessor may from time to time set-off the amount owed by Lessor (together with interest at the Prime Rate on the Lessor Tax Contribution) against installments of Rent due hereafter.

Section 8.8. *Utility Charges.* Lessee shall pay or cause to be paid, directly to the party entitled thereto, all charges for electricity, power, gas, oil, water, telephone, sanitary sewer services and all other utilities used in or on the Property prior to and during the Lease Term, and such obligation on the part of Lessee shall survive the expiration or earlier termination of this Lease until all such outstanding balances for services rendered prior to or during the Lease Term have been paid. Any refunds of such charges attributable to the Lease Term or the period prior to the commencement of the Lease Term shall be the property of Lessee, and Lessor shall pay the same to Lessee promptly upon its receipt thereof. Lessee shall have the right to select all service providers for the Property. Lessor shall not be entitled to charge any fees associated with Lessee’s acquisition and/or use of utilities.

Section 8.9. *Litigation; Zoning; Joint Assessment.* Lessee shall give prompt written notice to Lessor and Lender of any litigation or governmental proceedings pending or threatened against Lessee or the Property of which Lessee has Actual Knowledge, which could reasonably be expected to materially adversely affect the condition of the Property. Lessee shall not initiate any zoning reclassification for the Property, or any portion thereof, or seek any variance under any existing zoning ordinances or use or permit the use of any portion of the Property in any manner that could result in such use becoming a non-conforming use under any zoning ordinance or any other Applicable Law. Lessee shall not initiate any proceeding to cause the Property to be jointly assessed with any other property or with any personal property of Lessee, or take any other action or initiate any proceeding which might cause the personal property of the Lessee to be taxed in a manner whereby such taxes or levies could be assessed against the Property.

ARTICLE 9. INSURANCE

Section 9.1. *Coverage.* (a) Lessee shall maintain insurance of the types and in the amounts set forth on Schedule 9.1 attached hereto and made a part hereof, including without limitation a policy or policies of (i) commercial general liability insurance with respect to the Property, with Lessor and Lender included as additional insured parties on such policy or policies, and (ii) property insurance with respect to the Property, with Lessor and Lender named as loss payees as their interests may appear, all in forms and amounts as set forth in Schedule 9.1.

(b) Nothing in this Article 9 shall prohibit Lessee from maintaining, at its expense, commercial general liability and or property insurance on or with respect to the Property naming Lessee as insured and/or loss payee in amounts greater than the insurance required to be maintained under this Section 9.1 or any other insurance with respect to the Property (including business interruption insurance with loss of rents coverage) naming Lessee as loss payee thereunder, unless such insurance would conflict with or otherwise limit the availability of or

coverage afforded by insurance required to be maintained under this Section 9.1. Nothing in this Section 9.1 shall prohibit Lessor from maintaining, at its expense, other insurance on or with respect to the Property or the operation, use and occupancy of the Property, unless such insurance would conflict with, cause Lessor to be a coinsurer or otherwise limit or adversely affect Lessee's ability to obtain, or the cost of, the insurance required to be maintained by Lessee under Section 9.1(a).

(c) Copies of any certificates of insurance required to be delivered under Schedule 9.1 shall be delivered to Lessor and Lender at the same time.

(d) In the event of Lessee's failure to obtain or maintain the insurance called for under this Lease after notice and applicable grace, Lessor shall have the right, together with Lessor's other remedies set forth herein, to obtain the policies of insurance required under this Lease and to bill Lessee for the premium payments therefor, together with interest at the Default Rate. Lessor shall have no obligation to maintain insurance of any nature or type whatsoever.

(e) Each insurance policy required to be carried by Lessee under this Lease shall also provide that any loss otherwise payable thereunder shall be payable notwithstanding any act or omission of Lessor or Lessee which might, absent such provision, result in a forfeiture of all or a part of such insurance payment.

(f) Lessee shall comply with all insurance requirements applicable under any insurance policies required to be maintained under this Lease.

(g) To the extent that (i) any insurance policy maintained by Lessee pursuant to this Lease has a deductible as between Lessee and the insurance company and Lessor is entitled to insurance proceeds with respect to a claim thereunder or (ii) Lessee maintains any of its insurance through a captive insurance company and such company fails for any reason to pay a claim thereunder with respect to which Lessor is entitled to insurance proceeds, then in either such case, as between Lessor and Lessee, Lessee shall be responsible to cover such deductible or pay such claim.

Section 9.2. *Self Insure.* Lessee shall have the right to assume in whole or in part, without insurance, any and all risks otherwise required by this Lease to be insured against by Lessee so long as Lessee's Net Worth is at least \$500,000,000.00.

ARTICLE 10.
RETURN OF PROPERTY TO LESSOR

Section 10.1. *Return of Property to Lessor.* (a) Lessee shall, upon the expiration or termination of this Lease, at its own expense, return the Property to Lessor by surrendering the same into the possession of Lessor (i) free and clear of all Liens (whether by payment or bonding), other than (A) Lessor Liens, (B) any Lien created by the Mortgage and related debt documents, (C) Liens for taxes not yet due and payable subject to Lessee's obligations under Sections 8.6(b) and 8.7, (D) Liens and Impositions being contested in accordance with the provisions of Section 7.1 or 8.6(c) , as the case may be, and (E) other Permitted Liens (other than this Lease and any assignment of this Lease), and (ii) in compliance with the maintenance conditions required by this Lease.

(b) All Alterations and Lessee's Equipment and Personalty not removed by Lessee by the last day of the Lease Term (but in the event of a termination other than upon the expiration of the Base Term or any Renewal Term, within thirty (30) days after said termination of this Lease), other than those Alterations as to which title shall vest in Lessor pursuant to Section 8.4, shall be deemed abandoned in place by Lessee and shall become the property of Lessor. Lessee shall pay or reimburse Lessor for any reasonable, actual, out-of-pocket costs incurred by Lessor in connection with the removal or disposal of such of Lessee's Equipment and Personalty so relinquished, which obligation shall survive the expiration or termination of this Lease. In no event shall Lessee be required to remove or pay for the removal of any built in, permanent fixtures or improvements existing on, or within, the Property as of the date of this Lease, any raised computer floors built during the Lease Term, any other Alterations made in compliance with the terms of this Lease or any cabling or wiring (or similar property) now or hereafter located on or in the Property.

(c) Upon the return of the Property to Lessor, Lessee shall also deliver (i) all transferable licenses and permits pertaining to the Property by general assignment, without warranty or recourse; (ii) as built-drawings, including plans for HVAC, mechanical and electrical systems, to the extent in Lessee's possession and not previously delivered to Lessor; (iii) available keys to the Property; (iv) a general assignment of all subleases existing on the date hereof or entered into in accordance with the terms of this Lease; and (v) to the extent assignable, a general assignment, without warranty or recourse, of all maintenance contracts (to the extent required by Lessor) and existing warranties applicable to the Property, specifically including without limitation all roof warranties acknowledged by the provider thereof.

(d) Lessee agrees to reasonably cooperate with Lessor and its representatives to effectuate a smooth transition of the operation and maintenance of the Property. Notwithstanding anything in this Lease to the contrary and provided that Lessee surrenders the Property upon the expiration or termination of this Lease in compliance with all Applicable Laws and the terms of this Lease, the failure to remove any of Lessee's Alterations or Lessee's Equipment and Personalty in accordance with the provisions hereof shall not result in Lessee being deemed a holdover tenant hereunder.

ARTICLE 11.
ASSIGNMENT BY LESSEE

Section 11.1. *Assignment by Lessee.* (a) So long as no Lease Event of Default has occurred and is continuing, Lessee may, at Lessee's sole expense and without the consent of Lessor, assign this Lease (in whole but not in part) for a period that does not extend beyond the then applicable Lease Term (including any Renewal Term as to which Lessee has exercised its right to renew under Section 5.1), to any Person, provided, however, that any such Person or other Person is not (i) a tax-exempt entity (within the meaning of Section 168(h) of the Code) or (ii) a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding at the commencement of the assignment. For purposes hereof, an assignment shall include a merger or consolidation of Lessee. Any assignee shall assume in writing any obligations of Lessee arising from and after the effective date of the assignment, provided, however, that no such assignment shall become effective until (i) a fully executed copy of an assignment and assumption agreement shall have been delivered to Lessor and Lender and (ii) such assignee shall have executed such instruments and other documents and provided such further assurances as Lessor and Lender shall reasonably request to ensure that such assignment is subject to the Mortgage and any related debt documents. Furthermore, no such assignment and assumption agreement shall permit the assignee to exercise any right to renew this Lease without the prior written consent of Lessee. Lessee shall provide written notice to Lessor and Lender of any assignment of this Lease, together with an executed copy of the agreement of assignment and assumption, within thirty (30) days after the execution thereof.

(b) Notwithstanding any assignment provided for in Section 11.1(a), Lessee shall not be released from its primary liability hereunder and shall continue to be obligated for all obligations of "Lessee" in this Lease, which obligations shall continue in full force and effect as obligations of a principal and not of a guarantor as though no assignment had been made.

(c) Lessee shall not mortgage, pledge, hypothecate or otherwise collaterally assign in any manner or nature whatsoever Lessee's interest under this Lease in whole or in part without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 12.
LOSS; DESTRUCTION; CONDEMNATION OR DAMAGE

Section 12.1. *Destruction of the Building.* (a) Subject to the immediately succeeding sentence and payment to Lessor of the full replacement cost insurance proceeds, if any of the Building is totally or partially damaged or destroyed by Casualty, Lessor shall restore such Building to the same condition as existed immediately prior to such Casualty. If (i) the Casualty results in damage to the Building which will take in excess of (A) twelve (12) months from the beginning of restoration to restore (as reasonably determined by an independent registered architect engaged by Lessor who will certify to Lessor and Lessee as soon as practicable, but in any event within forty-five (45) days after the Casualty the amount of time needed to restore) the Building to the same condition as existed immediately prior to such Casualty, using standard working methods, and such Casualty occurs at any time during the then current Lease Term, or (B) three (3) months from the beginning of restoration to restore (as reasonably determined by

such architect in the same manner as in clause (A) above) the Building to the same condition as existed immediately prior to such Casualty and such Casualty occurs during the last eighteen (18) months of the then current Lease Term; or (ii) the repair, restoration or reconstruction is prohibited by any zoning ordinance, building code or other Applicable Law, which in Lessor's commercially reasonable determination, makes the rebuilding of the Building not economically viable, then Lessor may elect to terminate this Lease upon giving notice of such election in writing to Lessee within sixty (60) days after the occurrence of the Casualty, which notice shall specify a proposed termination date not earlier than the later of (x) one hundred and twenty (120) days after the Casualty and (y) sixty (60) days after the date of the notice.

(b) If Lessor is required or elects to repair, restore or rebuild as herein provided (but subject to Lessee's right to terminate in certain circumstances as set forth in Section 12.2 below), Lessor shall commence the repair, restoration or rebuilding thereof within ninety (90) days after such Casualty (subject to delays in the adjustment of insurance and receipt of necessary permits from the City) and shall substantially complete such restoration, repair or rebuilding of the Property or the Building, as the case may be, to the same condition as existed immediately prior to the Casualty as promptly as practicable after the commencement thereof. In such event, this Lease will remain in full force and effect, and Lessee shall be bound by the terms hereof, including the obligation to pay Rent, subject to the provisions of Article 13.

(c) If Lessor elects to terminate this Lease (whether in part or in whole) by notice as provided above, such termination shall be effective on the proposed termination date specified in the notice provided to Lessee, provided that Lessee shall have the right, upon written notice to Lessor to elect an earlier termination date, not earlier than thirty (30) days after receipt of such notice. In such event, Lessee shall be obligated to pay to Lessor the Rent accrued to the effective date of such termination, which obligation shall survive such termination, for the portion of the Property as to which this Lease was terminated.

Section 12.2. *Lessee's Right to Terminate.* (a) If (i) the architect determines in accordance with Section 12.1 above that the Casualty resulted in damage to all or a substantial part of the Building which will take in excess of (x) twelve (12) months from the beginning of restoration to restore the Building to the same condition as existed immediately prior to the Casualty and the Casualty occurs at any time during the Lease Term or (y) three (3) months from the beginning of restoration to restore the Building to the same condition as existed immediately prior to the Casualty and the Casualty occurs during the last eighteen (18) months of the then current Lease Term, but Lessor does not elect to terminate this Lease, or (ii) as a result of a Casualty to the Building, Lessee must either (A) cease its operations at such Building for a period of nine (9) months or more, (B) move a Substantial Portion of its operations from the Building or relocate a Substantial Percentage of its employees from the Building to another location not on the Property for a period of nine (9) months or more or (C) lay off a Substantial Percentage of its employees for a period of nine (9) months or more (any of the foregoing Casualties described in clause (i) or (ii), a "**Substantial Casualty**"), then Lessee may elect to terminate this Lease in whole upon giving notice of such election in writing to Lessor within seventy-five (75) days after Lessee is notified in writing of the architect's determination as to the time required to restore the Building or Lessee determines that a Substantial Casualty under clause (ii) above has occurred, which notice shall specify a termination date not earlier than sixty (60) days after the date of the notice. If Lessee fails to timely provide such notice, Lessee shall

be deemed to have waived its right to terminate this Lease, in which event this Lease shall remain in full force and effect and Lessee shall be obligated to pay the Rent during the period of repair, restoration or rebuilding, provided that any rent interruption insurance proceeds shall be payable solely to Lessee.

(b) If Lessor elects to rebuild the Property but Lessee elects to terminate this Lease in whole or in part pursuant to Section 12.2(a), then Lessee shall pay to Lessor the excess, if any, of the discounted Present Value of the Rent that would otherwise become due for the Property (or the portion thereof as to which this Lease was terminated) for the period of time commencing on the date of termination or partial termination of this Lease and ending on the last day of the then current Lease Term over the discounted Present Value of the Fair Market Rent that Lessor can reasonably be expected to collect after restoration of the Property (or portion thereof) through the end of the then current Lease Term (assuming reasonable periods of time to prepare plans, secure permits and rebuild the Property (or such portion thereof) substantially to its condition prior to the Casualty and to market and re-lease the Property (or such portion thereof) to another tenant or tenants, all as determined pursuant to Section 12.2(c)). If Lessee terminates this Lease only as to a portion of the Property, then, in addition to the payment provided for above but subject to Section 13.1, the terms of Schedule 5 shall apply and Lessee's obligation to pay Rent as to the portion of the Property as to which this Lease shall remain in effect shall continue unabated, provided that any rent interruption insurance proceeds shall be payable solely to Lessee.

(c) If Lessor and Lessee cannot agree on the discounted Present Value of the Fair Market Rent that Lessor could reasonably be expected to collect after restoration of the Property (or portion thereof), such discounted Present Value of the Fair Market Rent will be determined by appraisal in accordance with the Appraisal Procedure. The period of time required to rebuild the Building will be determined by two independent registered architects, one selected by Lessor and one selected by Lessee, assuming the reasonably prompt and efficient engagement of and work by architects, contractors and others necessary to rebuild the Building. The period of time that it would take to re-lease the Building after the reconstruction and/or repair thereof will be determined by two independent commercial real estate brokers, one selected by Lessor and one selected by Lessee, and each familiar with properties similar to the Property and with the commercial lease market in the area. The determinations of such architects and brokers shall be binding on the parties. If such architects or brokers cannot agree on the period of time to rebuild or re-lease the Building within twenty (20) Business Days after the their appointment, then a third architect or broker, as the case may be, shall be selected by the two other architects or brokers, as applicable or, failing agreement as to such third architect or broker within thirty (30) Business Days after the appointment of the others, by the American Arbitration Association office in Chicago, Illinois. The determinations of the relevant periods of time of the three architects or brokers, as the case may be, shall be made within twenty (20) Business Days of the appointment of the third such Person; such three time periods shall be averaged and such average time period shall be the time period required to rebuild or re-lease the Building, provided that if any one of the three determinations diverges from such average by ten percent (10%) or more, that determinations shall be discarded and the average of the remaining two determinations shall be the applicable time period binding on the parties. The fees and expenses of the architect and broker appointed by a party shall be paid by such party; the fees and expenses of a third architect or broker shall be divided equally between the two parties. Lessee shall be released from any

and all obligations hereunder arising from and after such termination, other than the obligation to pay such discounted present value of the Rent.

Section 12.3. *Condemnation.* (a) In the event of a Total Taking of the Property, the Lease Term shall terminate upon the earlier of delivery of possession of the Property to the condemning authority or the effective date of the taking and Lessee shall be obligated to pay to Lessor the sum of (i) the Base Rent accruing to the date of termination, plus (ii) after determination of the amount of the Award attributable to the discounted Present Value of the Fair Market Rent as provided in paragraph (d) below, the amount, if any, required to be paid by Lessee under paragraph (e) below.

(b) If a Minor Condemnation occurs, Lessor shall repair and restore the Property, to the extent practicable and as provided in this Section 12.3, to the condition as existed immediately prior to the Minor Condemnation and shall use the Award to pay the costs thereof. Notwithstanding the occurrence of a Minor Condemnation, the obligation of Lessee to pay scheduled Rent to Lessor shall continue subject to Section 13.1, and Lessee shall be entitled to any rent interruption insurance proceeds payable in connection therewith and the amount of the Award payable to Lessee pursuant to paragraph (c) below.

(c) Any award, compensation or damages (the “**Award**”) for a Minor Condemnation or a Total Taking shall be paid to and be the sole property of Lessor whether the Award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the Property or otherwise, and Lessee hereby assigns to Lessor all of Lessee’s right, title and interest in and to any and all of the Award; provided that, to the extent the Award would not diminished, Lessee shall have the right to make a separate claim against the condemning authority (but not Lessor) for such compensation as may be separately awarded or recoverable by Lessee for moving, if a separate award for such items is made to Lessee; and provided further that Lessee shall have an independent right to make a claim for any Condemnation of Lessee’s Equipment and Personalty. Any portion of the Award that is not required to be expended by Lessor for repairing or restoration shall be retained by Lessor as Lessor’s sole property.

(d) The amount of any Award payable to Lessor on account of a Total Taking (not including any separate award payable to Lessee for moving or for condemnation of Lessee’s Equipment and Personalty) that is attributable to the Fair Market Rent that would be payable for the remainder of the then current Lease Term shall be ascertained through the Appraisal Procedure and such amount shall be discounted to the Present Value thereof.

(e) If the discounted Present Value of the Rent that would have become due from the date of termination of this Lease to the end of the then current Lease Term exceeds the amount of the award attributable to the discounted Present Value of the Fair Market Rent as determined under paragraph (d) above, Lessee shall pay to Lessor, within ten (10) Business Days after the determination thereof, the amount of such excess. If the amount of the Award attributable to the discounted Present Value of the Fair Market Rent as determined under paragraph (d) above exceeds the discounted Present Value of the Rent that would have become due hereunder, Lessee shall not make any additional payment to Lessor and Lessor shall not have any obligation to remit any portion of the Award to Lessee.

ARTICLE 13.
REDUCTION OF RENT

Section 13.1. *Reduction of Rent.* If (a) after any repair, restoration or rebuilding required to be undertaken by Lessor as a result of a Casualty or Minor Condemnation or (b) as a result of Lessor's or Lessee's termination of this Lease as a result of a Casualty, there is a permanent reduction in the rentable square feet of the Property available to or occupied by Lessee, then the Base Rent shall be proportionately reduced from the date of determination of such permanent reduction through the end of the Lease Term. The proportionate reduction shall be computed on the basis that the rentable square feet of the Property from time to time available to Lessee after the Casualty or Minor Condemnation or partial termination of this Lease bears to the aggregate rentable square feet of the Property prior to the Casualty or Minor Condemnation or partial termination of this Lease. Any reduction in Rent shall become effective as of the determination of such permanent reduction. To the extent Lessee shall have paid any Base Rent for any period after such determination of permanent reduction in an amount which did not take into account the applicable reduction in Base Rent pursuant to this Section 13.1, Lessor shall remit the excess payment to Lessee and if Lessor does not pay Lessee the amount thereof, Lessee may offset such amount, together with interest thereon at the Prime Rate, against future Rent payments due hereunder.

ARTICLE 14.
SUBLEASE

Section 14.1. *Subleasing Permitted; Lessee Remains Obligated.* Provided that no Lease Event of Default shall have occurred and be continuing at the time the Sublease is entered into, upon fifteen (15) days' prior written notice to Lessor and Lender (including subleases to Affiliates or other Persons in which Lessee has an ownership interest ("**Related Persons**")), Lessee may at any time and from time to time, directly or indirectly through one or more Affiliates or Related Persons, sublease the Property or any portion or portions thereof to any Person or permit the occupancy of the Property or any portion or portions thereof by any Person who is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding at the commencement of the sublease term. No such sublease, sub-sublease, license, occupancy agreement or similar agreement (each, a "**Sublease**") shall release Lessee from its primary liability for the performance of its duties and obligations hereunder, and Lessee shall continue to be obligated for all obligations of "Lessee" in this Lease, which obligations shall continue in full effect as obligations of a principal and not of a guarantor, as though no Sublease had been made. From time to time, but in no event more than once per quarter, upon Lessor's request, Lessee shall forward to Lessor the names, businesses and square footage leased (or location) of all subtenants (other than Affiliates or other Related Persons).

Section 14.2. *Provisions of Subleases.* Each Sublease entered into after the date hereof will (a) be expressly subject and subordinate to this Lease and any mortgage (including the Mortgage) encumbering the Property; (b) not extend beyond the Lease Term minus one day; and (c) terminate upon any termination of this Lease, unless with respect to clauses (b) and (c) above, Lessor elects in writing (which election must be consented to by Lender), to cause the sublessee to attorn to and recognize Lessor as the lessor under such Sublease, whereupon such Sublease shall continue as a direct lease between the sublessee and Lessor upon all the terms and

conditions of such Sublease (it being agreed that all Subleases with Affiliates or other Related Persons of Lessee shall automatically terminate upon termination of this Lease). With respect to any consent to be provided by Lender pursuant to this Section 14.2, Lender shall have fifteen (15) Business Days after Lessee's delivery of its request for consent (WHICH CLEARLY SHALL STATE IN BOLD-FACE TYPE THAT THE FAILURE TO RESPOND WITHIN FIFTEEN (15) BUSINESS DAYS WILL RESULT IN DEEMED CONSENT UPON FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER A "FAILURE TO RESPOND" SECOND NOTICE), within which Lender may grant or not grant Lessee's request for consent. If Lender shall not have responded to Lessee within such 15-Business Day period, Lessee may give a second notice WHICH CLEARLY SHALL STATE IN BOLD-FACE TYPE THAT THE FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS SHALL BE DEEMED CONSENT. If Lender shall not, within five (5) Business Days after such second notice, notify Lessee that such consent will not be granted, such consent shall be deemed to have been granted.

Section 14.3. *Assignment of Sublease Rents.* To secure the prompt and full payment by Lessee of the Rent and the faithful performance by Lessee of all the other terms and conditions herein contained on its part to be kept and performed, Lessee hereby assigns, transfers and sets over unto Lessor, subject to the conditions hereinafter set forth in this Section 14.3, all of Lessee's right, title and interest in and to all Subleases (including the Section 14.5 lease), and hereby confers upon Lessor, its agents and representatives, a right of entry in, and sufficient possession of, the Property to permit and ensure the collection by Lessor of the rentals and other sums payable under the Subleases, and further agrees that the exercise of the right of entry and qualified possession by Lessor shall not constitute an eviction of Lessee from the Property or any portion thereof; provided, however, that Lessee shall continue to have the right to collect, use, enjoy and distribute all Sublease revenue (a) except during the continuance of a Lease Event of Default, (b) until this Lease and the Lease Term shall be terminated pursuant to the terms hereof or (c) until there occurs repossession under a dispossess warrant or other judgment, order or decree of a court of competent jurisdiction and then only as to such of the Subleases that Lessor may elect to take over and assume. Notwithstanding the foregoing, if the events described in clause (b) and (c) above have not occurred and if the Lease Event of Default which caused such collection of revenue by Lessor shall have been cured by Lessee or otherwise not continue to exist, upon the written demand of Lessee, Lessor shall cease to exercise the rights granted hereunder to Lessor with respect to the Subleases and the leases set forth in Section 14.5, and any amounts collected under the Subleases and the leases set forth in Section 14.5 and not applied to Lessee's obligations under this Lease shall promptly be paid over to Lessee. Lessor agrees to enter into a subordination, nondisturbance and attornment agreement, in form reasonably satisfactory to Lessee, pertaining to any Sublease upon the written request of Lessee

Section 14.4 *Service Providers.* Lessor acknowledges that Lessee in the course and custom of its business has provided space and will continue to provide space in its offices and elsewhere at the Property on a regular basis to Lessee's subcontractors, vendors and other service providers who provide services integral to Lessee's business and operations. Such furnishing of space shall not constitute an assignment or sublease for purposes of this Lease, regardless of the terms or conditions upon which Lessee provides the same.

Section 14.5 *First Floor Lease*. Lessee is presently the Lessor under that certain third party lease with “Pot Bellies” restaurant on the first floor of the Property. Lessee shall continue in the role of sublessor under those leases as subtenants during the Term.

ARTICLE 15. INSPECTION

Section 15.1. *Inspection*. Upon at least five (5) Business Days’ prior written notice to Lessee, Lessor or Lender and their respective representatives and agents (each, an “**Inspecting Party**”), may from time to time (but not more frequently than one time per calendar quarter), during normal business hours and in a commercially reasonable manner and at their own risk, inspect the Property, during normal business hours, to verify compliance with the provisions of this Lease. No Sublease shall contain any restrictions on inspection other than as set forth herein. The Inspecting Party shall repair any damage caused by any inspection performed pursuant to this Section 15.1. Lessee shall have the right to have its representatives, including security guards, present at any such inspection. In addition, Lessee may designate one or more reasonably sized “secure areas” to which no Inspecting Party shall have access and the Inspecting Party shall comply with Lessee’s other reasonable security requirements. Each Inspecting Party agrees to hold in confidence all proprietary information and trade secrets of which it becomes aware during such inspection. All such inspections shall be at Lessor’s expense.

ARTICLE 16. LEASE EVENTS OF DEFAULT

Section 16.1. *Lease Events of Default*. Each of the following events shall constitute a “Lease Events of Default”:

(a) Lessee shall fail to make any payment of Base Rent and such failure shall continue for a period of five (5) days after written notice from Lessor or Lender to Lessee that such amount is due and unpaid;

(b) Lessee shall fail to make any other payment of Supplemental Rent, and such failure shall continue for a period of five (5) days after written notice of such failure to Lessee from Lessor or Lender;

(c) Lessee shall fail to timely perform or observe any covenant or agreement (not otherwise specified in this Article 16) to be performed or observed by it hereunder and such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor or Lender; provided that the continuation of such a failure for thirty (30) days or longer after such notice shall not constitute a Lease Event of Default if such failure can be cured, but cannot reasonably be cured within such thirty (30) day period, and Lessee shall commence to cure such failure within such thirty (30) day period and shall be diligently and continuously prosecuting the cure of such failure;

(d) except to the extent the Lessee is permitted to self-insure pursuant to Section 9.2 and Schedule 9.1, Lessee shall fail to carry or maintain in full force any insurance required

hereunder, and such failure shall continue for thirty (30) days after such obligations arise, but not beyond the expiration date of any required policy of insurance;

(e) any representation or warranty made by Lessee herein shall prove to have been incorrect in any material respect when such representation or warranty was made, shall remain materially incorrect at the time in question and shall not be cured in all material respects within thirty (30) days after written notice to Lessee thereof, provided that the continuation of such a failure for thirty (30) days or longer after such notice shall not constitute a Lease Event of Default if such failure can be cured, but cannot reasonably be cured within such thirty (30) day period, and Lessee shall commence to cure such failure within such thirty (30) day period and shall be diligently and continuously prosecuting the cure of such failure;

(f) (i) Lessee makes any general arrangement or assignment for the benefit of creditors; (ii) Lessee becomes a “debtor” as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of the assets of Lessee where possession is not restored to Lessee within ninety (90) days; (iv) the attachment, execution or other judicial seizure of substantially all of the assets of Lessee where such seizure is not discharged within ninety (90) days; (v) Lessee admits in writing its inability to pay its debts generally as they become due; (vi) Lessee files a petition or answer seeking reorganization, arrangement or other protection under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof; (vii) Lessee is liquidated or dissolved, or placed under conservatorship or other protection under any applicable Federal or state law; (viii) any petition is filed by or against Lessee under Federal bankruptcy laws, or any other proceeding is instituted by or against Lessee seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for Lessee, or for any substantial part of the property of Lessee, and such proceeding is not dismissed within ninety (90) days after institution thereof; or (ix) Lessee shall take any action to authorize or effect any of the actions set forth above in this clause (f).

ARTICLE 17. ENFORCEMENT

Section 17.1. *Remedies.* Upon the occurrence of any Lease Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may, at its option, by notice to Lessee do one or more of the following as Lessor in its sole discretion shall determine:

(a) At any time after the occurrence and continuance of a Lease Event of Default in lieu of exercising its rights under paragraph (b) below, Lessor may terminate this Lease by giving Lessee written notice of Lessor’s election to do so and the effective date thereof, in which event Lessor may forthwith repossess the Property and recover, in addition to any other sums or damages for which Lessee may be liable to Lessor, as liquidated damages a sum of money equal to the excess of the discounted Present Value of the Rent to be paid by Lessee for the balance of the Lease Term (after Lessor elects to exercise the remedy provided for in this paragraph (a))

over the discounted Present Value of the Fair Market Rent for the Property, after deduction from such Fair Market Rent of all anticipated reasonable expenses of reletting, for such period. Should the discounted Present Value of the Fair Market Rent for the Property, after deduction of all anticipated expenses of reletting, including without limitation reasonable legal fees, reasonable brokerage commissions and reasonable tenant improvement allowances or other concessions, for the balance of the Lease Term exceed the discounted Present Value of the Rent to be paid by Lessee for the balance of the Lease Term, Lessee shall have no obligation to pay Lessor such liquidated damages and Lessor shall have no obligation to pay to Lessee the excess of such discounted Present Value of the Fair Market Rent over the discounted Present Value of the Rent.

(b) Assuming that Lessor has not exercised its right to terminate this Lease under paragraph (a) above, Lessor may terminate Lessee's right of possession of the Property without terminating this Lease by giving written notice to Lessee that Lessee's right to possession shall end on the date stated in such notice, whereupon the right of Lessee to possession of the Property or any part thereof shall cease on the date stated in such notice. If Lessor terminates Lessee's right of possession of the Property without terminating this Lease, such termination of possession shall not release Lessee, in whole or in part, from Lessee's obligation to pay the Rent hereunder for the then current Lease Term. In such event, Lessor shall have the right from time to time to recover from Lessee, and Lessee shall remain liable for, all accrued Rent not theretofore paid which is due under this Lease during the period from the date of such notice of termination of possession to the date of such demand by Lessor, but not for any period after the last day of the then current Lease Term. In any such case, Lessor shall use all reasonable efforts to relet the Property (which may be for a term extending beyond the then current Lease Term of this Lease). In connection with such reletting, Lessor shall consider any commercially reasonable substitute tenant offered by Lessee. Also, in any such case, Lessor may change the locks or other entry devices of the Property and make repairs, alterations and additions in or to the Property and redecorate the same to the extent deemed by Lessor, in its reasonable judgment, necessary or desirable, and Lessee shall upon written demand pay the cost thereof, together with Lessor's expenses of reletting, including without limitation reasonable legal fees, reasonable brokerage commissions and reasonable tenant improvement allowances or other concessions (such decorating and reletting expenses collectively, the "**Additional Expenses**"). Lessor may collect the rents from any such reletting and apply the same first to the payment of late charges and default interest, second to the payment of maintenance, repair and insurance costs, third to the payment of the Additional Expenses and finally to the payment of Rent herein provided to be paid by Lessee, and any excess or residue shall operate as an offsetting credit against the amount of Rent payable hereunder as the same thereafter becomes due and payable; provided that the use of such offsetting credit to reduce the amount of Rent due Lessor, if any, shall not be deemed to give Lessee any right, title or interest in or to such excess or residue and any such excess or residue shall belong to Lessor solely; provided further that in no event shall Lessee be entitled to a credit against such Rent in excess of the aggregate amount (including the Rent and any Additional Expenses payable by Lessee) due hereunder or which would have been paid by Lessee for the period for which the credit to Lessee is being determined had no default occurred. No such reentry, repossession, repairs, alterations, additions or reletting shall (i) be construed as an eviction or ouster of Lessee or as an election on Lessor's part to terminate this Lease, unless a written notice of such intention is given to Lessee, or (ii) operate to release Lessee in whole or in part from any of Lessee's obligations hereunder, and Lessor may, at any time and from time to

time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

(c) Lessor may exercise any other right or remedy that may be available to it under Applicable Laws or in equity, or proceed by appropriate court action (legal or equitable) to enforce the terms hereof or to recover damages for the breach hereof. A single suit or separate suits may be brought to collect any such damages for any period or periods with respect to which Rent shall have accrued, and such suits shall not in any manner prejudice Lessor's right to collect any such damages for any subsequent period. Lessor may defer any such suit until after the expiration of the Base Term or the then current Renewal Term, in which event such suit shall be deemed not to have accrued until the expiration of the Base Term or the then current Renewal Term, as the case may be.

Section 17.2. *Survival of Lessee's Obligations.* No repossession of any or all of the Property or exercise of any remedy under this Lease, including termination of this Lease, shall, except as specifically provided herein, relieve Lessee of any of its liabilities and obligations hereunder, including the obligation to pay Rent. In addition, except as specifically provided herein, Lessee shall be liable for any and all unpaid Rent due hereunder before, after or during the exercise of any of the foregoing remedies, including the Additional Expenses and reasonable legal fees and other costs and expenses (plus interest on such amounts from the date payable until the date paid at the Default Rate) incurred by Lessor and Lender by reason of the occurrence of any Lease Event of Default or the exercise of Lessor's remedies with respect thereto and including all costs and expenses incurred in connection with the return of the Property in the manner and condition required by, and otherwise in accordance with the provisions of, Article 10 as if the Property were being returned at the end of the Lease Term. At any sale of any or all of the Property or any other rights pursuant to Section 17.1, Lessor or Lender may bid for and purchase the Property.

Section 17.3. *Remedies Cumulative; No Waiver; Consents; Mitigation of Damages.* To the extent permitted by, and subject to the mandatory requirements of, Applicable Laws, each and every right, power and remedy specifically given to Lessor in this Lease or otherwise available under Applicable Law shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law or in equity, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Lessor, and the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any right, power or remedy. No delay or omission by Lessor in the exercise of any right, power or remedy or in the pursuit of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of Lessee or to be an acquiescence therein. Lessor's consent to any request made by Lessee shall not be deemed to constitute or preclude the necessity for obtaining Lessor's consent in the future to all similar requests. No express or implied waiver by Lessor of any Lease Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent Lease Event of Default. Lessor shall use reasonable efforts to mitigate any damages suffered by Lessor that result from a Lease Event of Default.

ARTICLE 18.
RIGHTS TO PERFORM FOR LESSEE AND LESSOR

Section 18.1. *Lessor's Right to Perform for Lessee.* If Lessee shall fail to perform or comply with any of its agreements contained herein, following applicable notice and cure periods, Lessor may perform or comply with such agreement, and Lessor shall not thereby be deemed to have waived any default caused by such failure, and the amount of payment required to be made by Lessee hereunder and made by Lessor on behalf of Lessee, and the reasonable out-of-pocket third-party costs and expenses of Lessor (including reasonable attorneys' fees and expenses) incurred in connection with the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Default Rate, shall be deemed Supplemental Rent, payable by Lessee to Lessor upon demand. In addition, during the continuance of a Lease Event of Default in respect of Lessee's obligations under Section 8.2 and/or Section 8.5, then, in addition to the rights above and at the cost of Lessee, (a) Lessor shall have the right to hire Persons (as selected by Lessor in its reasonable discretion) to cure such Lease Event of Default and to take any and all other actions necessary to cure such Lease Event of Default and (b) Lessee shall cooperate with Lessor, and the Persons hired by Lessor, in the performance of such cure, including without limitation (i) providing access (subject to the limitations with respect to access by an Inspecting Party provided in Section 15.1) to the subject Property at reasonable times every day of the week, (ii) making available water, electricity and other utilities existing at or on the subject Property and (iii) restricting or closing the Property, but only if such restriction or closure is reasonably necessary for the performance of such cure and provided that such closure shall be done for and during a time period and in such manner that balances the need for the maintenance or repair of the Property (and doing so in a safe manner) and the continuing operations of the Property.

Section 18.2. *Lessee's Right to Perform for Lessor.* If Lessor shall fail to perform or comply with any of its agreements contained herein (including without limitation its obligations under Section 8.2), following applicable notice by Lessee as provided in other provisions of this Lease, Lessee shall then provide written notice to Lessor that Lessor has failed to perform or comply with an agreement or obligation hereunder and specifying the nature of the failure to perform or comply and advising Lessor that if such failure continues for (a) a period of thirty (30) days, in the case of a failure which does not impact Lessee's business and operations at the Property, (b) a period of ten (10) days, in the case of a failure that impacts Lessee's business and operations at the Property and (c) a period of five (5) days in the case of a failure that impacts Lessee's business and operations at the Property in a material way or causes an interruption of Lessee's business and operations after this notice, then Lessee shall exercise its right to perform for Lessor under this Section 8.2. Thereafter, if Lessor does not perform or comply with its agreement as specified in such notice, Lessee may perform or comply with such agreement, and the amount of payment required to be made by Lessor hereunder and made by Lessee on behalf of Lessor, and the reasonable out-of-pocket third-party costs and expenses of Lessee (including reasonable attorneys' fees and expenses) incurred in connection with the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Default Rate, shall be immediately payable by Lessor to Lessee upon demand and may be offset against any Rent payment otherwise due hereunder. In addition, in the event Lessor fails to perform its obligations under Section 8.2, then, in addition to the rights above and at the cost of Lessor, (a) Lessee shall have the right to hire Persons (as selected by Lessee in its reasonable

discretion) to perform such obligations of Lessor and (b) Lessor shall cooperate with Lessee, and the Persons hired by Lessee, in the performance thereof. Notwithstanding the foregoing, Lessee shall not be obligated to provide the notice required under this Section 18.2 in the event of an emergency.

ARTICLE 19. INDEMNITIES

Section 19.1. *General Indemnification.* (a) Lessee shall indemnify, defend and save harmless Lessor, Lessor's mortgagee, deed of trust trustee and beneficiary, Lessor's ground lessor, if any, and Lessor's agents, contractors, subcontractors, employees, successors and assigns (collectively, the "**Lessor Indemnified Parties**") from and against all Claims brought by third parties and that arise from Lessee's or its subtenant's, assignee's, agent's, licensee's, contractor's, subcontractor's, concessionaire's or employee's or existing tenant's (Lessee and such other parties collectively, the "**Lessee Parties**") use and occupancy of the Property or from Claims brought by the existing Pot Bellies restaurant tenant (or successor) or from any other activity, work or thing done, permitted or suffered by any Lessee Party on or about the Property, but this indemnity shall not include any damages or Claims by third parties arising from or relating to any activity, work or thing done on or about the Property by any Lessor Party (as defined below). If any proceeding covered by this Section 19.1(a) is filed by a third party against any Lessor Indemnified Party, at Lessor's request, Lessee shall defend such Lessor Indemnified Party in such proceeding at Lessee's sole cost with legal counsel selected by Lessee and reasonably satisfactory to Lessor. In no event shall Lessee be obligated to indemnify any Lessor Indemnified Party for any damages or Claims arising out of the negligent act or omission or any willful misconduct of Lessor or any other Lessor Indemnified Party.

(b) Lessor shall indemnify, defend and save harmless Lessee, Lessee's mortgagee, deed of trust trustee and beneficiary and Lessee's agents, contractors, subcontractors, employees, successors and assigns (collectively, the "**Lessee Indemnified Parties**") harmless from and against all Claims brought by third parties and that arise from Lessor's or its agent's, licensee's, contractor's, subcontractor's, concessionaire's or employee's (Lessor and such other parties collectively, the "**Lessor Parties**") ownership, use or occupancy of the Property or from any activity, work or thing done, permitted or suffered by Lessor or Lessor Parties on or about the Property, but this indemnity shall not include any damages or Claims by third parties arising from or relating to any activity, work or thing done on or about the Property by any Lessee Party. If any proceeding covered by this Section 19.1(b) is filed by a third party against any Lessee Indemnified Party, at the request of Lessee, Lessor shall defend such Lessee Indemnified Party in such proceeding at Lessor's sole cost with legal counsel selected by Lessor and reasonably satisfactory to Lessee. In no event shall Lessor be obligated to indemnify any Lessee Indemnified Parties for any damages or Claims arising out of the negligent act or omission or any willful misconduct of Lessee or any other Lessee Indemnified Party.

Section 19.2. *No Third Party Environmental Indemnification.* The parties agree that neither of them shall be liable to or obligated to indemnify, defend or hold harmless the other for any Claim or liability arising under any Environmental Law as a result of the action, failure to act or negligence of any other Person (except in the case of Lessee, itself or the Lessee Parties, and in the case of Lessor, itself or the Lessor Parties) on or about the Property or on any

surrounding property and each of Lessee and Lessor hereby waives any right it may have to contribution from the other party under any Applicable Law or otherwise with respect to any such Claim or liability.

ARTICLE 20.
LESSEE REPRESENTATIONS AND COVENANTS

Section 20.1. *Representations and Warranties.* Lessee represents and warrants to Lessor that the following are true and correct as of the Closing Date:

(a) *Due Organization.* Lessee is a corporation duly organized, validly existing and in good standing in the State of Delaware and qualified to do business and in good standing in the State in which the Property is located. Lessee has the corporate power and authority to conduct its business as now conducted, to lease the Property and to enter into and perform its obligations under this Lease. Lessee is duly qualified to do business and is in good standing as a foreign corporation in any jurisdiction where the failure to so qualify would have a material adverse effect on its ability to perform its obligations under this Lease.

(b) *Due Authorization; No Conflict.* This Lease has been duly authorized by all necessary corporate action on the part of Lessee and has been duly executed and delivered by Lessee, and the execution, delivery and performance hereof by Lessee will not (i) require any approval of the stockholders of Lessee or any approval or consent of any trustee or holder of any indebtedness or obligation of Lessee, other than such consents and approvals as have been obtained, (ii) contravene any Applicable Law binding on Lessee, (iii) contravene or result in any breach of or constitute any default under Lessee's charter or by-laws or other organizational documents or any indenture, judgment, order, mortgage, loan agreement, contract, partnership or joint venture agreement, lease or other agreement or instrument to which Lessee is a party or by which Lessee is bound or (iv) result in the creation of any Lien upon any of the property of Lessee.

(c) *Governmental Action.* All Governmental Action required in connection with the execution, delivery and performance by Lessee of this Lease has been or will have been obtained, given or made.

(d) *Enforceability.* This Lease constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except as enforceability may be limited by bankruptcy, moratorium, fraudulent conveyance, insolvency, equitable principles or other similar laws affecting the enforcement of creditors' rights in general.

(e) *Bankruptcy.* No bankruptcy, reorganization, arrangement or insolvency proceedings are pending, threatened or contemplated by Lessee, and Lessee has not made a general assignment for the benefit of creditors.

(f) *Condition of Property; Condemnation.* To Lessee's knowledge, the Property is free and clear of any damage that would materially and adversely affect its value. Lessee has not received notice of any proceeding pending for the Condemnation of or otherwise affecting the Property that would have a material adverse effect on the Property.

(g) *Legal Proceedings.* There are no pending or, to Lessee's knowledge, threatened actions, suits or proceedings by or before any court or Governmental Authority against or affecting Lessee with respect to the Property that, if determined adversely to Lessee or the Property, would materially adversely affect the value of the Property.

(h) *Licenses and Permits.* To Lessee's knowledge, Lessee possesses all material licenses, permits and authorizations required by Applicable Law for the operation of the Property and all such licenses, permits and authorizations are valid and in full force and effect.

(i) *Environmental.* Lessee has not received any written notice from any Governmental Authority that the Property or the use thereof violates any Environmental Law.

ARTICLE 21. LESSEE'S NET WORTH; LEASE SECURITY

Section 21.1 *NET WORTH TEST.* Upon request by Lessor from time to time, but in no event more than one (1) time in any calendar year, Lessee shall supply Lessor with "Approved Financial Documentation," as that term is defined, below. In the event that the Approved Financial Documentation shall indicate that Lessee's "Net Worth" (which shall be defined as shareholder's equity) shall be less than \$1,000,000,000.00 (the "Minimum Net Worth Test"), then, within thirty (30) days thereafter, Lessee shall, at Lessee's option, either (i) deliver to Lessor a letter of credit in the amount of the "LC Amount," as that term is defined below, to be held by Lessor, subject to and in accordance with the terms of this Article 21; or (ii) deliver to Lessor a guaranty of this Lease, in form and substance reasonably satisfactory to Lessor, from an Affiliate of Lessee (the "Affiliate Guaranty"), provided that Lessee shall only retain the right to elect this item (ii) to the extent that concurrently with the delivery of the Affiliate Guaranty, Lessee delivers to Lessor financial statements ("Financial Statements") for the subject Affiliate, prepared in accordance with generally accepted accounting principals ("GAAP") or some other accounting standard which is reasonably consistent with GAAP, if the subject Affiliate or Lessee were viewed as a stand alone entity and not as a part of a consolidated group (an "Alternative Accounting Standard"), indicating that such Affiliate satisfies the Minimum Net Worth Test, provided further that to the extent that the subject Affiliate does not prepare separate Financial Statements (or, at Lessor's option, if the Financial Statements are more than six (6) months old), Lessee shall deliver to Lessor, in lieu of such Financial Statements, a letter executed by the chief financial officer of the Affiliate or another "Qualified Officer", as that term is defined below, of the Affiliate, indicating that, in accordance with GAAP or an Alternative Accounting Standard, the Affiliate satisfies the Minimum Net Worth Test. For purposes of this Section 21.1, (a) "Approved Financial Documentation" shall mean Financial Statements, provided that in the event that Financial Statements are not prepared (or at Lessor's option, if the Financial Statements are more than six (6) months old), Lessee shall supply Lessor with a letter, executed by Lessee's chief financial officer or another Qualified Officer of Lessee, indicating the Lessee satisfies the Minimum Net Worth Test, determined pursuant to GAAP or an Alternative Accounting Standard, and (b) the "LC Amount" shall mean the greater of either (i) one year of the Base Rent due under this Lease, calculated as of and following the date of Lessee's delivery of the letter of credit (the "Minimum LC Amount"), or (ii) fifty percent (50%) of the sum of all Base Rent payments due under this Lease for the then term following the date of Lessee's delivery to Lessor of the letter of credit; provided, however, that, so long as Lessee is not in

Default under this Lease as of the date of any schedule reduction in the letter of credit pursuant to the terms hereof, the LC Amount shall reduce on each anniversary of the date that Lessee provides Lessor with the letter of credit occurring during the initial Lease Term in an amount equal to the product of (x) the original LC Amount, as set forth above, and (y) a fraction, the numerator of which is one (1) and the denominator of which is the number of years remaining in the initial Lease Term as of the LC Delivery Date. For purposes of this Lease, a "Qualified Officer" shall mean the president, chief executive officer, chief operations officer, vice president of finance, treasurer, or controller of the subject entity.

ARTICLE 22.
TRANSFER OF LESSOR'S INTEREST

Section 22.1. *Permitted Transfer.* Subject to Article 4, Lessor may transfer all, or any part of, its right, title and interest in and to the Property and its rights under this Lease, other than to any Significant Competitor (provided that this exclusion of Significant Competitors shall not apply if Lessor shall have properly declared a monetary Lease Event of Default or if a non-monetary Lease Event of Default shall have occurred and be continuing, or during the period after an Intent to Renew Date if Lessee has not elected to renew this Lease by such Intent to Renew Date pursuant to Section 5.1), on the following terms and conditions, each of which shall be satisfied prior to the effective date of the transfer (other than a transfer by a deed-in-lieu of foreclosure or similar transfer made in connection with an exercise of remedies under the Mortgage):

(a) such transfer shall be in compliance with the Mortgage and related documents (if still in place) and with all Applicable Laws and shall not create a relationship which would violate any Applicable Law;

(b) the transferor shall have given or at closing shall give to Lessee notice of such transfer, which notice shall contain such information and evidence as shall be reasonably necessary to establish compliance with this Article 23 and the name and address of the transferee for notices;

(c) no transfer may be made of less than all of the legal parcels comprising the Property;

(d) Lessor may not sell the Property or any interest therein, or permit the sale or other transfer of any direct or indirect interest of Lessor, to any Significant Competitor (provided that this prohibition on a sale or other transfer to a Significant Competitor shall not apply if Lessor shall have properly declared a monetary Lease Event of Default or if a non-monetary Lease Event of Default shall have occurred and be continuing, or during the period after an Intent to Renew Date if Lessee has not elected to renew this Lease by such Intent to Renew Date pursuant to Section 5.1), provided that Lessor's indirect or direct member, beneficiary or Affiliate (to the extent any such entity is a REIT) shall not be prohibited from selling publicly traded shares of stock in such REIT; and

(e) in the event that, after giving effect to Lessor's transfer of its interest in the Property and its rights under this Lease, there is more than one holder of an interest in the

Property, Lessor and such transferees shall designate in the notice to Lessee one point of contact for all notices, correspondence and Rent payments from Lessee from and after the effective date of such transfer.

Section 22.2. *Effects of Transfer.* (a) From and after any transfer effected in accordance with this Article 23, the transferor shall be released, to the extent of the interest transferred and the obligations assumed by the transferee, from its liability hereunder. Such release shall be in respect of obligations that are assumed by the transferee arising on or after the date of such transfer. Upon any transfer by Lessor of the Property as above provided, any such transferee shall be deemed the “Lessor” for all purposes of this Lease and each reference herein to Lessor shall thereafter be deemed a reference to such transferee for all purposes, except to the extent that Lessor retains any obligations hereunder.

(b) Lessee agrees to execute any and all documents reasonably appropriate to effectuate the contemplated transfer by Lessor, including, without limitation, an amendment to this Lease providing that the new transferee shall be Lessor and the existing Lessor shall be released from its liabilities and obligations (other than accrued liabilities and obligations) hereunder.

ARTICLE 23. PERMITTED FINANCING

Section 23.1. *Financing During Lease Term.* Lessee hereby expressly consents to any first mortgage indebtedness incurred by Lessor, including without limitation that certain loan made on or about the date hereof by _____, together with any modification or replacement thereof, including without limitation any subordinated financing and/or mezzanine financing. With respect to any financing or refinancing (including without limitation any mezzanine and subordinated financing or refinancing) during the Base Term and during any Renewal Term, Lessor shall be free to encumber the Property, provided that under no circumstances shall any such financing adversely affect the rights and privileges of Lessee under this Lease in any material respect or increase in any material respect the nature, scope or amount of any obligations or liabilities (including any contingent liabilities) of Lessee in excess of those existing prior to any such further encumbrances by Lessor, and provided further that Lessee and Lender shall each execute and deliver a subordination, non-disturbance and attornment agreement as provided in Section 25.27. Lessee agrees to cooperate with Lessor (at Lessor’s cost) in connection with any financing or refinancing by Lessor permitted hereunder, provided that Lessee and its Affiliates will have no obligation to amend this Lease to facilitate such financing. Such cooperation shall include without limitation naming such Lender or new Lender as an additional insured and/or loss payee, as applicable, and making payments of Base Rent to or at the direction of such Lender or new Lender.

Section 23.2. *Lessee’s Consent to Assignment for Indebtedness.* Lessee acknowledges that in order to secure Lessor’s obligations to Lender, Lessor may agree, among other things, to the assignment (to the extent provided therein) to Lender of Lessor’s right, title and interest to this Lease. While the Mortgage or any replacements thereof are in effect and provided that Lessor has notified Lessee in writing of the existence and name and address of Lender, Lessee hereby:

- (a) consents to such assignment in this Lease;
- (b) covenants to, if so directed by Lessor, make payment directly to Lender or its designee in accordance with the terms of this Lease of Base Rent and any amounts payable under Article 17; and
- (c) agrees that:
 - (i) all consents, approvals, waivers and the like to be delivered by Lessor pursuant to this Lease shall be given by Lessor and by Lender, provided that if Lessor has not advised Lessee of the existence and name and address of Lender as required above, then Lessee shall be entitled to rely on any such consent, approval, waiver and the like delivered solely by Lessor as being valid and in full force and effect;
 - (ii) it shall not, except as provided under Applicable Law, seek to recover from Lender any moneys paid to Lender by virtue of the foregoing provisions; provided, however, that the foregoing provisions shall not limit Lessee's right to recover (A) any duplicate payment made to Lender whether due to computational or administrative error or otherwise, if Lender has received such payment, (B) all or any portion of a payment in excess of the amount then due under this Lease or otherwise owed by Lessor to Lessee under this Lease and (C) any amounts that have been paid to or are actually held by Lender that are required to be refunded, repaid or otherwise released to or for the benefit of Lessee under this Lease;
 - (iii) no payment of Base Rent by Lessee shall be of any force or effect unless paid to Lender as provided above;
 - (iv) Lessee shall not pay any Base Rent more than thirty (30) days prior to such payment's scheduled due date except as otherwise provided in this Lease;
 - (v) Lessee shall not enter into any agreement subordinating or (except as expressly permitted by the terms of this Lease as in effect on the date hereof) surrendering, canceling, or terminating this Lease without the prior written consent of Lender, and any such attempted subordination or termination without such consent shall be void;
 - (vi) Lessee shall not enter into any amendment or modification of this Lease without the prior written consent of Lender, and any such attempted amendment or modification without such consent shall be void; and
 - (vii) if this Lease is amended, it shall continue to constitute collateral under the Mortgage without the necessity of any further act by Lessor, Lessee or Lender.

With respect to any consent to be provided by Lender pursuant to clause (vi) of this Section 24.2(c) relating to any Lease amendment or modification which reduces any Rent payable under this Lease or materially affects any material obligation of the Lessee under this Lease, Lender shall have fifteen (15) Business Days after Lessee's delivery of its request for consent (WHICH CLEARLY SHALL STATE IN BOLD-FACE TYPE

THAT THE FAILURE TO RESPOND WITHIN FIFTEEN (15) BUSINESS DAYS WILL RESULT IN DEEMED CONSENT UPON FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER A “FAILURE TO RESPOND” SECOND NOTICE), within which Lender may grant or not grant Lessee’s request for consent. If Lender shall not have responded to Lessee within such 15-Business Day period, Lessee may give a second notice WHICH CLEARLY SHALL STATE IN BOLD-FACE TYPE THAT THE FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS SHALL BE DEEMED CONSENT. If Lender shall not, within five (5) Business Days after such second notice, notify Lessee that such consent will not be granted, such consent shall be deemed to have been granted.

With respect to any consent to be provided by Lender pursuant to clause (vi) of this Section 24.2(c) relating to any Lease amendment or modification other than a Lease amendment or modification which reduces any Rent payable under this Lease or materially affects any material obligation of the Lessee under this Lease, the time period provided in Section 25.20(a) shall be applicable.

Section 23.3. *Conflicting Instructions.* Nothing herein shall be construed as Lessee’s agreement to be bound and perform the obligations of Lessor under any Mortgage or other debt documents. If Lessee receives conflicting directions from Lessor and Lender or is in good faith uncertain as to whether it should comply with a direction from either Lessor or Lender, then Lessee shall be permitted to seek written confirmation from Lessor and Lender or, if the matter in dispute regards the payment of money by Lessee, pay the same into a court and provide Lessor and Lender with reasonably prompt notice of such payment, the cost of all of such actions (including without limitation reasonable attorneys’ fees and expenses) to be reimbursed to Lessee by Lessor promptly upon written notice thereof, including sufficient back-up documentation, and if such costs are not so reimbursed, Lessee shall be entitled to offset the amount thereof (together with interest thereon at the Default Rate) from payments of Rent.

ARTICLE 24. MISCELLANEOUS

Section 24.1. *Binding Effect; Successors and Assigns; Survival.* The terms and provisions of this Lease, and the respective rights and obligations hereunder of Lessor and Lessee, shall be binding upon their respective successors, legal representatives and assigns (including, in the case of Lessor, any Person to whom Lessor may transfer the Property in accordance with Article 23) and inure to the benefit of their respective permitted successors and assigns, and the rights hereunder of Lender shall inure (subject to such conditions as are contained herein) to the benefit of its permitted successors and assigns.

Section 24.2. *Quiet Enjoyment.* Lessor covenants and agrees that Lessee shall have the right to peaceably and quietly hold, possess and use any and all of the Property hereunder during the Lease Term so long as no Lease Event of Default has occurred and is continuing.

Section 24.3. *Notices.* Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any Person shall be in writing sent to either that

Person's Address, with a copy thereof to be sent to each Person to receive a copy pursuant to the definition of "Address", by (a) a prepaid nationally recognized overnight courier service, in which event such notice shall be deemed received one (1) Business Day after delivery to such courier service specifying overnight delivery, or (b) U.S. certified or registered mail, return receipt requested, postage prepaid, in which event such notice shall be deemed received when actually received, as evidenced by the return receipt, or when delivery is first refused. From time to time, either party may designate a new Address for purposes of notice hereunder by giving fifteen (15) days' written notice thereof to each of the other parties hereto, subject in the case of Lessor to Section 23.1(c). All notices given hereunder shall be irrevocable unless expressly specified otherwise. Lessor shall endeavor to label any envelope which contains a notice of default with the legend "Default Notice," but its failure to do so shall not invalidate or affect in any way such notice.

Section 24.4. *Severability.* Any provision of this Lease that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and each party hereto shall remain liable to perform its obligations hereunder except to the extent of such unenforceability. To the extent permitted by applicable law, Lessee hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 24.5. *Amendments, Complete Agreements.* Neither this Lease nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but may be terminated, amended, supplemented, waived or modified only by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought and, as required by the Mortgage or related documents, by Lender. This Lease is intended by the parties as a final expression of their lease agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No representations, undertakings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

Section 24.6. *Headings.* The Table of Contents and headings of the various Articles and Sections of this Lease are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 24.7. *Counterparts.* This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 24.8. *Governing Law.* This Lease shall be governed by, and construed in accordance with, the laws of the State in which the Property is located, excluding its conflict of laws provisions.

EACH OF LESSOR AND LESSEE HEREBY SUBMITS TO JURISDICTION OF THE FEDERAL COURTS HAVING JURISDICTION GENERALLY IN THE LOCATION OF THE

PROPERTY (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF SUCH PERSON'S OBLIGATIONS HEREUNDER (OR IF SUCH COURT DOES NOT HAVE JURISDICTION THEN TO JURISDICTION OF THE CIRCUIT COURT FOR THE COUNTY IN WHICH THE PROPERTY IS LOCATED). EACH OF LESSOR AND LESSEE HEREBY WAIVES AND AGREES NOT TO ASSERT AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE AND BROUGHT IN ANY SUCH COURT IN THE STATE (A) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (B) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR (C) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. LESSEE AND LESSOR EACH HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATED TO THE ENFORCEMENT OF THIS LEASE.

Section 24.9. *Memorandum.* Lessee and Lessor agree that a memorandum of this Lease (and any amendment hereof) in the form mutually agreed to by Lessor and Lessee shall be executed and recorded, at Lessee's expense, in the land records of the jurisdiction in which the Property is situate.

Section 24.10. *Estoppel Certificates.* Each party hereto agrees that at any time and from time to time during the Lease Term (but on no more than two occasions during each Lease Year), it will promptly, but in no event later than ten (10) days after request by the other party hereto, execute, acknowledge and deliver to such other party a certificate in the form of Exhibit C attached hereto. In addition, each party agrees to include in such certificate such other items as may be reasonably requested under the circumstances giving rise to the delivery of such certificate. Such certificate may be relied upon by any bona fide, permitted purchaser of, or mortgagee with respect to, Lessor's or Lessee's interest in the Property (direct or indirect), or any prospective sublessee of Lessee in respect of all or a portion of the Property.

Section 24.11. *Easements.* (a) So long as no Lease Event of Default has occurred and is then continuing, and provided that no such action could in either Lender's or Lessor's reasonable judgment be expected to have a material adverse effect upon Lessee's ability to perform its obligations under this Lease, or on the Fair Market Rent or Fair Market Sales Value of the Property, Lessor hereby agrees to cooperate with Lessee, at Lessee's sole cost and expense, in doing any of the following: (i) the granting of, or entry into agreements in connection with, easements, licenses, rights-of-way, building and use restrictions and covenants and other rights and privileges in the nature of easements or similar interests and burdens reasonably necessary or desirable for the use, repair, maintenance or protection of the Property as herein provided; (ii) the release of existing easements or other rights in the nature of easements which are for the benefit of, or burden to, the Property; (iii) the seeking of any zoning variances or modifications to existing zoning; and (iv) the execution of amendments to, or waivers or releases of, any easements, licenses or covenants and restrictions affecting the Property; provided, however, that in each case (A) such grant, release, dedication, transfer, amendment, agreement or other action does not materially impair the value, utility, residual value or remaining useful life of the Property; (B) such grant, release, dedication, transfer, amendment, agreement or other

action in the Lessee's judgment is reasonably necessary in connection with the use, maintenance, alteration or improvement of the Property; (C) such grant, release, dedication, transfer, amendment, agreement or other action will not cause the Property or any portion thereof to fail to comply with the provisions of this Lease or any Applicable Law (including all applicable zoning, planning, building and subdivision ordinances, all applicable restrictive covenants and all applicable architectural approval requirements); (D) all governmental consents or approvals required prior to such grant, release, dedication, transfer, amendment, agreement or other action have been obtained, and all filings required prior to such action have been made; (E) Lessee shall remain obligated under this Lease in accordance with its terms, as though such grant, release, dedication, transfer, amendment, agreement or other action had not been effected; and (F) Lessee shall pay and perform any obligations of Lessor under such grant, release, dedication, transfer, amendment, agreement or other action; and provided further that in the event any of the foregoing actions is material to the operation of the Property, Lessor may require Lender's approval. Lessor acknowledges that Lessee's and any existing lessee's or existing or future sublessee's right to finance and to secure under the Uniform Commercial Code, inventory, furnishings, furniture, equipment, machinery, leasehold improvements and other personal property located at the Property other than Fixtures, and Lessor agrees to execute Lessor waiver forms and releases of Lessor's Liens in favor of any purchase money seller, lessor or lender which has financed or may finance in the future such items. Without limiting the effectiveness of the foregoing, provided that no Lease Event of Default shall have occurred and be continuing, Lessor and Lender shall, upon the request and at the sole cost and expense of Lessee, execute and deliver any instruments necessary or appropriate to confirm (or in the case of Lender, to consent to or to subordinate its interest in the Property to) any such grant, release, dedication, transfer, amendment, agreement or other action to any Person permitted under this Section 25.11(a), including without limitation landlord waivers with respect to any of the foregoing.

With respect to action or consent to be provided by Lessor or Lender pursuant to this Section 25.11, Lessor and Lender shall each have fifteen (15) Business Days after Lessee's delivery of its request for consent (**WHICH CLEARLY SHALL STATE IN BOLD-FACE TYPE THAT THE FAILURE TO RESPOND WITHIN FIFTEEN (15) BUSINESS DAYS WILL RESULT IN DEEMED CONSENT UPON FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER A "FAILURE TO RESPOND" SECOND NOTICE**), together with the proposed easement or other document (and any items, such as a survey, which may be reasonably necessary in respect thereof), within which Lessor and Lender, as the case may be, may grant or not grant Lessee's request for consent. If Lessor or Lender, as the case may be, shall not have responded to Lessee within such 15-Business Day period, Lessee may give a second notice **WHICH CLEARLY SHALL STATE IN BOLD-FACE TYPE THAT THE FAILURE TO RESPOND WITHIN FIVE (5) BUSINESS DAYS SHALL BE DEEMED CONSENT**. If Lessor or Lender, as the case may be, shall not, within five (5) Business Days after such second notice, notify Lessee that such consent will not be granted, such consent shall be deemed to have been granted, and Lessor or Lender, as the case may be, shall execute and deliver the requested easement or other document.

(b) Lessor agrees that it shall not grant any easements, licenses or other possessory interests in the Property to any party without Lessee's prior written consent, which shall not be unreasonably withheld or delayed, provided that Lessee's consent shall not be required (i) during

the continuation of a Lease Event of Default or (ii) to the extent such easement, license or other possessory interest is required by Applicable Law.

Section 24.12. *No Joint Venture.* Any intention to create a joint venture or partnership relation between Lessor and Lessee is hereby expressly disclaimed.

Section 24.13. *No Accord and Satisfaction.* The acceptance by Lessor of any sums from Lessee (whether as Rent or otherwise) in amounts which are less than the amounts due and payable by Lessee hereunder is not intended, nor shall be construed, to constitute an accord and satisfaction or compromise of any dispute between such parties regarding sums due and payable by Lessee hereunder, unless Lessor specifically deems it as such in writing.

Section 24.14. *No Merger.* In no event shall the leasehold interests, estates or rights of Lessee hereunder, or of Lender, merge with any interests, estates or rights of Lessor in or to any and all of the Property, it being understood that such leasehold interests, estates and rights of Lessee hereunder, and of Lender, shall be deemed to be separate and distinct from Lessor's interests, estates and rights in or to the Property, notwithstanding that any such interests, estates or rights shall at any time or times be held by or vested in the same person, corporation or other entity.

Section 24.15. *Lessor Bankruptcy.* During the Lease Term, the parties hereto agree that if Lessee elects to remain in possession of any and all of the Property after the rejection of this Lease by Lessor under Section 365(h) of the Bankruptcy Code, all of the terms and provisions of this Lease shall be effective during such period of possession by Lessee, including the Renewal Terms and Lessee's purchase rights hereunder, even if Lessor becomes subject to a case or proceeding under the Bankruptcy Code prior to the commencement of any such Renewal Term or the exercise by Lessee of such purchase rights.

Section 24.16. *Naming and Signage of the Property.* (a) Lessee shall have the sole and exclusive right, at any time and from time to time, to select and/or change the name or names of the Property, and the Improvements, and the sole and exclusive right to determine not to use any name in connection with the Property, as well as all rights in respect of signage for or in connection with the Property. Lessee shall also have the right to petition or apply to the appropriate Governmental Authority to have the names of the public roadways surrounding the Property changed, and Lessor shall, at Lessee's expense, cooperate with Lessee to effectuate any such name change. Lessor shall not have or acquire any right or interest with respect to any such name or names used at any time by Lessee, or any trade name, trademark service mark or other intellectual property of any type of Lessee. Lessor shall cooperate with Lessee to effectuate Lessee's sign rights hereunder, at no cost to Lessor. Lessee may install any sign or signs on the Property as it elects, at its sole cost and in compliance with Applicable Laws. Any signs installed by Lessee (other than those existing as of the commencement of the Lease Term) shall be removed by Lessee at the expiration or earlier termination of the Lease Term, and Lessee shall repair any damage caused by such removal.

(b) Lessee's name and the name of the Property as selected by Lessee pursuant to Section 25.16 (the "Property Name") shall remain the exclusive property of Lessee and Lessor's rights with respect thereto shall be limited to those expressly permitted pursuant to this Section

25.16(b). For so long as Lessee uses the Property Name, Lessor and any other tenants, subtenants and other occupants of and licensees with respect to the Property may use the Property Name as part of their address and/or to identify a service location (including but not limited to in notices, announcements and advertising), but nothing contained herein shall grant any Person the right to use Lessee's name, logo, trademarks or service marks without Lessee's prior written consent, which consent may be withheld in Lessee's sole discretion, provided that Lessor may use the Property Name or Lessee's name in any filings made by it with the Securities and Exchange Commission or any Government Authority to the extent such information is required to be included in such filings. Lessor shall reasonably cooperate with Lessee, at Lessee's sole cost and expense, in such actions as Lessee deems reasonably necessary or appropriate to protect Lessee's rights with respect to Lessee's name, logo, trademarks or service marks and the Property Name selected by Lessee. Upon termination of this Lease, Lessor shall rename the Property and neither Lessor nor any other Person shall thereafter be permitted to use the Property Name under any circumstances.

Section 24.17. *Expenses.* Whenever this Lease provides for the reimbursement by Lessee of costs and expenses of Lessor or any other party, then such reimbursement obligation shall be limited to actual, out-of pocket third-party costs and expenses, including without limitation reasonable attorneys' fees.

Section 24.18. *Investments.* Any moneys held by Lessor (or by Lender or the Proceeds Trustee) pursuant to this Lease, shall, until paid to Lessee, be invested by Lessor, Lender or the Proceeds Trustee, as the case may be, in Permitted Investments on behalf of Lessee. Any gain (including interest received) realized as a result of any such investment shall be retained, distributed and re-invested in the same manner as the original principal amount. Lessor (and Lender) shall have no liability for any losses arising from any such investments or reinvestments. At such time as there no longer exists a requirement under this Lease for Lessor, Lender or the Proceeds Trustee to hold such amounts, such amounts, together with any income thereon, shall be disbursed to Lessee.

Section 24.19. *Further Assurances.* Lessor and Lessee, at the cost and expense of the requesting party (except as otherwise set forth in this Lease to the contrary), will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as the other party reasonably may request from time to time in order to carry out more effectively the intent and purposes of this Lease. Nothing herein shall obligate Lessee to provide to Lessor or Lender any proprietary or confidential information relating to the manner, method and procedures of Lessee's business operations. Lessee also agrees to cooperate with Lessor in determining how to allocate the purchase price paid for the property for purposes of depreciation.

Section 24.20. *Approval Standards; Evidence of Disapprovals.* (a) Each of Lessor and Lender shall be deemed to have approved any item for which Lessee requests approval under this Lease at any time or from time to time, unless such Person shall have provided express written notice to Lessee within ten (10) Business Days after Lessee's request for such approval (or for any particular provision of this Lease which expressly provides for a different period of time for approval, such period of time) of any such disapproval, which notice shall be in writing and shall specifically indicate: (i) that it is a disapproval notice under this Section 25.20, (ii) the item so

disapproved and (iii) the specific reason for such disapproval (which disapproval and the reason therefor must be reasonable).

(b) To the extent, if any, that Lessee's approval is required hereunder, Lessee shall be deemed to have approved any item for which Lessor requests approval under this Lease at any time or from time to time, unless Lessee shall have provided express written notice to Lessor within ten (10) Business Days after Lessor's request for such approval (or for any particular provision of this Lease which expressly provides for a different period of time for approval, such period of time) of any such disapproval, which notice shall be in writing and shall specifically indicate: (a) that it is a disapproval notice under this Section 25.20, (b) the item so disapproved and (c) the specific reason for such disapproval (which disapproval and the reason therefor must be reasonable).

Section 24.21. *Confidentiality of Parties Names.* Either party may disclose the contents of this Lease to any other Person, provided that such party redacts all references to the other party and/or its Affiliates and the identification of the Property.

Section 24.22. *Lessor Exculpation.* Anything to the contrary in this Lease notwithstanding, the covenants contained in this Lease to be performed by Lessor shall not be binding on any member of Lessor in its or his or her individual capacity, but instead said covenants are made for the purpose of binding only Lessor's right, title and interest in and to the Property, and none of Lessor or any of its Affiliates or successors and assigns shall have any liability under this Lease in excess of, and Lessee shall have no recourse under this Lease against Lessor or any Affiliate of it except for Lessor's interest (to the extent not pledged or assigned) in the Property, Rent and proceeds of the Property.

Section 24.23. *Remedies Cumulative.* To the extent permitted by, and subject to the mandatory requirements of, Applicable Laws, each and every right, power and remedy herein specifically given to Lessor in this Lease or otherwise existing at law or in equity shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Lessor. No delay or omission by Lessor in the exercise of any right, power or remedy or in the pursuit of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of Lessee or to be an acquiescence therein. Lessor's consent to any request made by Lessee shall not be deemed to constitute or preclude the necessity for obtaining Lessor's consent, in the future, to all similar requests. No waiver by Lessor of any default shall in any way be, or be construed to be, a waiver of any future or subsequent default.

Section 24.24. *Holding Over.* Subject to Section 12.1 and the last sentence of Section 10.1(b), Lessee covenants that if for any reason Lessee shall fail to vacate and surrender possession of the Property or any part thereof, in the condition required herein, on or before the expiration or earlier termination of this Lease, then Lessee's continued possession of the Property shall be as a tenant at sufferance, during which time Lessee shall pay to Lessor an amount equal to (a) one hundred twenty five percent (125%) of the total monthly amount of Rent payable hereunder immediately prior to such termination (the "**Existing Rent**") for the first

forty-five (45) days during which Lessee holds over and (b) one hundred fifty percent (150%) of the Existing Rent thereafter. Lessor shall not be entitled to any other damages as a result of Lessee's continued possession of the Property. The provisions of this Section 25.24 shall not in any way be deemed to (i) permit Lessee to remain in possession of the Property after the expiration date or sooner termination of this Lease or (ii) imply any right of Lessee to use or occupy the Property upon expiration or termination of this Lease and the Lease Term and no acceptance by Lessor of payments from Lessee after the expiration date or sooner termination of the Lease Term shall be deemed to be other than on account of the amount to be paid by Lessee in accordance with the provisions of this Section 25.24. Lessee's obligations under this Section 25.24 shall survive the expiration or earlier termination of this Lease.

Notwithstanding the foregoing, Lessee shall have the right (the "Extension Right") to extend the Base Term or any of the Renewal Terms (except for and excluding the second Additional Renewal Term) for a period of up to one (1) year (the "Extension Period"), subject to the following terms and conditions. The Extension Right shall be exercised by Lessee delivering written notice to Lessor at least six (6) months prior to the then expiring term of the Lease, which notice shall specify the period of up to one (1) year for which Lessee has elected to extend the term. The Extension Period shall be subject to all of the terms and conditions of the Lease and each monthly installment of Base Rent shall be the monthly installment of Base Rent in effect during the last month prior to the Extension Period. In the event that Lessee exercises the Extension Right at the end of the Base Term or at the end of either of the Initial Renewal Terms or the first of the two Additional Renewal Terms then Lessee's option as to any remaining Renewal Term(s) shall be null and void.

Section 24.25. *Survival.* The following provisions shall survive the termination of this Lease: (a) Sections 3.5, 6.1, 8.4(e) and (f), 8.5, 8.6, 8.7, 8.8, 17.2, Articles 7, 10, 19 and 25 to the extent relating to unfulfilled obligations of Lessee or Lessor arising or occurring prior to the date of termination of this Lease, and (b) any provision of this Lease pursuant to which Lessor or Lessee had an existing obligation which was unsatisfied at the time of termination of this Lease and remains unsatisfied, including, without limitation, to the extent there was any unsatisfied obligation under Section 12.1 and Article 3; provided, however, that nothing in this Section 25.25 shall be deemed to extend any applicable statute of limitations.

Section 24.26. [Intentionally Omitted.]

Section 24.27. *Relationship of Lease and Mortgage.* This Lease, the leasehold estate of Lessee created hereby and all rights of Lessee hereunder are and shall be senior or subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage as requested by Lender. Lender and Lessee shall each execute and deliver to the other party a subordination, non-disturbance and attornment agreement substantially in the form of Exhibit D.

Section 24.28. *Lessor Representations.* This Lease has been duly authorized by all necessary action on the part of Lessor and has been duly executed and delivered by Lessor, and the execution, delivery and performance hereof by Lessor will not (i) require any consent or approval of any Person, other than such consents and approvals as have been obtained, (ii)

contravene any Applicable Law binding on Lessor or (iii) contravene or result in any breach of or constitute any default under Lessor's organizational documents, or any indenture, mortgage, loan agreement, contract, partnership or joint venture agreement, lease or other agreement or instrument to which Lessor is a party or by which Lessor is bound.

ARTICLE 25
FORCE MAJEURE

Section 25.1 *Force Majeure.* Neither party shall be liable for any delay or failure to perform its nonmonetary obligations hereunder due to (and the time for performance of any covenant shall be deemed extended by the time last due to) any causes beyond its reasonable control, including, without limitation, fire, accident, act of the public enemy, war, terrorism, rebellion, insurrection, sabotage, transportation delay, labor dispute, shortages of material, labor, energy or machinery, or act of God, act of government or the judiciary. In the event that three (3) consecutive business days shall elapse with no electrical utility services to the Property or a material part thereof, then the Base Rent called for hereunder shall abate in proportion to the portion of the Property without such utility services until such services are restored.

ARTICLE 26
DISPUTE RESOLUTION

Section 26.1 *Negotiation.* (a) In the event of any dispute arising out of or relating to this Lease or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between individuals with full settlement authority.

(b) *Mediation.* If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association in the City in which the Property is located. The parties to the dispute shall share equally the mediator's fees and any administrative fee, but shall otherwise bear their own expenses.

(c) *Arbitration.* Thereafter, any unresolved dispute arising out of or relating to this Lease, or the breach thereof, shall be decided by Arbitration.

[Signatures begin on next page]

IN WITNESS WHEREOF, Lessor and Lessee have duly authorized, executed and delivered this Lease as of the date first hereinabove set forth.

LESSOR:

By: _____

Name: _____

Title: _____

[Signature page to 225 West Randolph Lease]

LESSEE:

AT&T SERVICES, INC., a Delaware corporation

By: _____
Name:
Title:

APPENDIX A

Definitions

For purposes of this Lease, unless otherwise specified or the context otherwise requires, the following rules of construction and usage shall apply:

(i) any term defined above by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect;

(ii) words which include a number of constituent parts, things or elements, shall be construed as referring separately to each constituent part, thing or element thereof, as well as to all of such constituent parts, things or elements as a whole;

(iii) references to any Person include such Person's successors and assigns and in the case of an individual, the word "successors" includes such Person's heirs, devisees, legatees, executors, administrators and personal representatives;

(iv) words importing the singular include the plural and vice versa;

(v) words importing a gender include any gender;

(vi) the words "consent", "approve", "agree" and "request", and derivations thereof or words of similar import, mean the prior written consent, approval, agreement or request of the Person in question;

(vii) a reference to any statute, regulation, proclamation, ordinance or law includes all statutes, regulations, proclamations, ordinances or laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations and ordinances issued or otherwise applicable under that statute;

(viii) the words "including" and "includes," and words of similar import, shall be deemed to be followed by the phrase "without limitation";

(ix) the words "hereof" and "hereunder," and words of similar import, shall be deemed to refer to this Lease as a whole and not to the specific section or provision where such word appears;

(x) unless the context shall otherwise require, a reference to the "Property" or "Improvements" shall be deemed to be followed by the phrase "or a portion thereof";

(xi) the Schedules and Exhibits of this Lease are incorporated herein by reference; and

(xii) the titles and headings of Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses are inserted as a matter of convenience and shall not affect the construction of this Lease.

“**Actual Knowledge**” with respect to any Person, shall mean the present, conscious, actual knowledge of, or receipt of notice by, (i) with respect to Lessor, senior officers of Lessor or the officers or employees of Lessor charged with the oversight on its behalf of the transactions contemplated by this Lease, and (ii) with respect to Lessee, Joseph Buckman, Director-Transactions, and no other Person, in each case as presently recollected by such Person without any review of files or other investigation or inquiry of any kind and without such Person being responsible for knowledge of the acts, omissions and/or knowledge of the other party’s agents or employees.

“**Additional Expenses**” shall have the meaning specified in Section 17.1(b).

“**Additional Renewal Term**” shall have the meaning specified in Section 5.1(a)(ii).

“**Address**” shall mean, subject to the rights of the party in question to change its Address in accordance with the terms of this Lease:

(i) with respect to Lessee:

AT&T Services, Inc.
225 W. Randolph Street, 13th floor
Chicago, IL 60606

Attn: Regional Manager –Midwest/East
Fax: (314) 814-7361

and to:

AT&T Services
175 East Houston Street
Room 4.A.40
San Antonio, TX 78205
Attn: General Attorney: Real Estate
Fax: (210) 351-2782

(ii) with respect to Lessor: _____, L.L.C.

with a copy to:

“**Affiliate**” of any Person shall mean any Person directly or indirectly controlling, controlled by or under common control with, such Person and shall include, if such Person is an

individual, members of the Family of such Person and trusts for the benefit of such individual or Family members. For purposes of this definition, the term, “**control**” (including the correlative meanings of the terms “**controlling**” “**controlled by**” and “**under common control with**”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“**Alterations**” shall mean alterations, improvements, installations, demolitions, modifications, changes and additions to the Property.

“**Applicable Laws**” shall mean (i) all existing and future applicable laws (including common laws), rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by any Governmental Authority (including without limitation Environmental Laws), and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including those pertaining to the environment and those pertaining to the construction, use or occupancy of the Property), and (ii) any reciprocal easement agreement, covenant, other agreement or deed restriction or easement of record affecting the Property as of the date hereof or subsequent hereto pursuant to the terms of this Lease (but excluding for purposes of this definition the Mortgage and related debt documents).

“**Appraisal Procedure**” shall mean the following procedure for determining the Fair Market Sales Value, the Fair Market Rent or any other amount which may, pursuant to any provision of this Lease, be determined by the Appraisal Procedure: one Qualified Appraiser shall be chosen by Lessor and one Qualified Appraiser shall be chosen by Lessee. If Lessee or Lessor fails to choose a Qualified Appraiser within twenty (20) Business Days after written notice from the other party of the selection of its Qualified Appraiser, then the appraisal by such appointed Qualified Appraiser shall be binding on the parties. If both parties select a Qualified Appraiser, but the two Qualified Appraisers cannot agree on a value within twenty (20) Business Days after the appointment of the second Qualified Appraiser, then a third Qualified Appraiser shall be selected by the two Qualified Appraisers or, failing agreement as to such third Qualified Appraiser within thirty (30) Business Days after the appointment of the second Qualified Appraiser, by the American Arbitration Association office in Chicago, Illinois. The appraisals of the three Qualified Appraisers shall be given within twenty (20) Business Days of the appointment of the third Qualified Appraiser; such three appraisals shall be averaged and such average appraised value shall be the appraised value, provided that if any one of the three appraisals diverges from such average by ten percent (10%) or more, that appraisal shall be discarded and the average of the remaining two appraisals shall be the appraised value binding on the parties. The fees and expenses of the Qualified Appraiser appointed by a party shall be paid by such party; the fees and expenses of the third Qualified Appraiser shall be divided equally between the two parties, except that all fees and expenses of all the Qualified Appraisers shall be paid by Lessee in the case of an appraisal or determination under Article 17.

“**Arbitration**” shall mean submission of the dispute in question to the American Arbitration Association in the City in which the Property is located for binding resolution in accordance with its expedited arbitration procedures. Any issue submitted to Arbitration pursuant to this Lease shall be reviewed and settled by a single arbitrator pursuant to the

American Arbitration Association's Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, then in effect. The arbitrator shall be chosen from a panel of experts, licensed, if applicable, having at least fifteen (15) years' of professional experience in the appropriate field related to the issue in question. The arbitrator shall be appointed within thirty (30) days after either party determines that there is a need for Arbitration. Discovery shall be permitted in accordance with the Federal Rules of Civil Procedure. If an arbitration proceeding is brought pursuant to this Lease, the unsuccessful party shall pay the costs, including reasonable attorneys' fees and disbursements, incurred by the successful party and the costs of the arbitration. The arbitrator shall have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant, and judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. All aspects of the Arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the Arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of that intention and shall afford the other party a reasonable opportunity (not less than twenty (20) days) to protect its interests.

"Authorized Officer" shall mean, with respect to a Person that is not an individual, any officer or principal of the Person, any trustee of the Person (if the Person is a trust), any general partner or joint venturer of the Person (if the Person is a partnership or joint venture) or any manager or member that is a manager of the Person (if the Person is a limited liability company) who shall be duly authorized to execute this Lease.

"Award" shall have the meaning given to such term in Section 12.3 of this Lease.

"Bankruptcy Code" shall mean the Bankruptcy Reform Act of 1978, as amended and as may be further amended.

"Base Rent" shall mean, for the Base Term, the rent payable pursuant to Section 3.1 of this Lease and, for any Renewal Term, the rent payable pursuant to Article 5 of this Lease, as such amounts may be adjusted from time to time.

"Base Term" shall mean the period commencing on the Closing Date and ending Ten (10) years, or such shorter period as may result from earlier termination of this Lease as provided therein.

"Building" shall mean the office building at 225 West Randolph Street, Chicago, Illinois, which is presently occupied by Illinois Bell Telephone Company and/or its affiliated entities..

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks are authorized to be closed in the State in which the Property is located.

"Capital Repair" shall have the meaning specified in Section 8.2(c).

"Casualty" shall mean any fire, explosion or other casualty causing damage or destruction to the Property and/or the Improvements.

“**City**” shall mean the City of Chicago, Illinois.

“**Claims**” shall mean Liens (including, without limitation, lien removal and bonding costs but excluding Permitted Liens), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements including, without limitation, reasonable, actually-incurred legal fees.

“**Closing Date**” shall mean the date of this Lease.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“**Condemnation**” shall mean any condemnation, requisition or other taking or sale of the use, occupancy or title to any or all of the Property by or on account of any eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or otherwise or any transfer in lieu or in anticipation thereof.

“**Cost Limit**” shall have the meaning specified in Section 8.2(b).

“**CPI**” shall mean the national Consumer Price Index, for all urban consumers (1982-84=100), all items, all cities, as published by the Bureau of Labor Statistics.

“**Default Rate**” shall mean three percent (3%) above Prime Rate.

“**Environmental Laws**” shall mean all federal, state or local laws, ordinances, rules, orders, statutes, decrees, judgments, injunctions, codes, regulations and common law (a) relating to the environment, human health or natural resources; (b) regulating, controlling or imposing liability or standards of conduct concerning Hazardous Materials; (c) relating to the remediation of the Property, including investigation, response, clean-up, remediation, prevention, mitigation or removal of Hazardous Materials; or (d) requiring notification or disclosure of releases of Hazardous Materials or any other environmental conditions on the mortgaged property, as any of the foregoing may have been or may be amended, supplemented or supplanted from time to time, including the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. (“CERCLA”), the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812, the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2671, the Clean Air Act, 42 U.S.C. §§ 7041 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq., as any of the foregoing may have been or may be amended, supplemented or supplanted from time to time.

“**ERISA**” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“**Excepted Payments**” shall mean and include (i) the amount by which Base Rent exceeds all amounts then due and payable under any debt documents, any amount payable to Lessor as a reimbursement for losses suffered by Lessor pursuant to Section 12.1 and any other amounts payable directly to Lessor under Article 18 or 19, (ii) proceeds of general liability or property damage insurance maintained under this Lease solely for the benefit of any Person other

than Lender, and (iii) any payment required under this Lease to be made directly by Lessee to a third party, such as taxes, utility charges, ground rent, if any, and similar payments.

“**Excess**” shall have the meaning set forth in Section 8.2(b).

“**Existing Rent**” shall have the meaning specified in Section 25.24 of this Lease.

“**Fair Market Rent**” with respect to the Property (or the applicable portion thereof) shall mean the fair market monthly rent that would be obtained in an arm’s-length transaction between an informed and willing lessee and an informed and willing lessor, in either case under no compulsion to lease, and neither of which is related to Lessor or Lessee, for the lease of the Property (or the portion thereof) on the terms set forth in this Lease, and after factoring in and taking into consideration the economic or other associated concessions that would be expected as a part of any such third party lease transaction for equivalent space and for a tenant of comparable size and creditworthiness in the general downtown region in the City where the Property is located, including but not limited to the usual and customary brokerage commission expense paid by Lessor, typical tenant improvement allowance, periods of free rent, cash, consulting and space planning allowances and the like. Such Fair Market Rent shall be calculated as the value for the use of the Property as it is then actually used and assuming that Lessor has complied with its maintenance and repair obligations under this Lease, that the Property is in compliance with all Applicable Laws and that no Hazardous Materials are present in, on, under or about the Property.

“**Fair Market Sales Value**” with respect to the Property shall mean the fair market sales value that would be obtained in an arm’s-length transaction between an informed and willing buyer and an informed and willing seller, under no compulsion, respectively, to buy or sell, and neither of which is related to Lessor or Lessee, for the purchase of the Property. Such Fair Market Sales Value shall be calculated as the value of the Property assuming that Lessor has complied with its maintenance and repair obligations under this Lease, that the Property is in compliance with all Applicable Laws and that no Hazardous Materials are present in, on, under or about the Property.

“**Family**” shall mean, as to any Person, such Person’s grandparents, all lineal descendants of such Person’s grandparents, Persons adopted by, or stepchildren of, any such grandparent or descendant and Persons currently married to, or who are widows or widowers of, any such grandparent, descendant, adoptee or stepchild.

“**First Refusal Notice**” shall have the meaning specified in Section 4.1(a).

“**First Renewal Term**” shall have the meaning specified in Section 5.1(a)(i).

“**Fixtures**” shall have the meaning specified in the definition of the term Property.

“**Governmental Action**” shall mean all permits, authorizations, registrations, consents, approvals, waivers, exceptions, variances, orders, judgments, decrees, licenses, exemptions, publications, filings, notices to and declarations of any Governmental Authority, or required by any Applicable Laws, including without limitation all citings, environmental and operating

permits and licenses that are required for the use, occupancy, zoning and operation of the Property.

“Governmental Authority” shall mean any federal, state, county, municipal or other governmental or regulatory authority, agency, board, body, commission, instrumentality, court or quasi governmental authority (or private entity in lieu thereof).

“Hazardous Material” shall mean any substance (whether solid, liquid or gas), pollutant, contaminant, waste or material (including those that are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or considered pollutants, including petroleum, its derivatives, by-products and other hydrocarbons and asbestos), in each case that is or becomes regulated by any Governmental Authority or that may form the basis of liability under any Environmental Law.

“Impositions” shall mean, collectively, (a) real estate taxes on the Property; (b) ad valorem, sales and use, gross receipts, transaction privilege, rent or similar taxes levied or incurred with respect to the Property, or the use, lease, ownership or operation thereof; (c) personal property tax on any property covered by this Lease that is classified by any Governmental Authority as personal property; (d) assessments (including all assessments for public improvements or benefits, whether or not commenced or completed within the Lease Term), water, sewer, utilities or other rents and charges; and (e) excises, levies, fees and all other governmental charges of any kind or nature whatsoever, general or special, foreseen or unforeseen, ordinary or extraordinary, with respect to the Property or any part thereof and/or the Rent, including in all cases all interest and penalties thereon and which at any time prior to, during or with respect to the Lease Term may be assessed or imposed on or with respect to or be a Lien upon Lessor or the Property or any part thereof or any rent therefrom or any estate, title or interest therein. Impositions shall exclude, however, and nothing contained in the Lease or any debt documents or related Mortgage shall be construed to require Lessee to pay, (i) any tax imposed on Lessor or Lender based on the net income of Lessor or Lender or any transfer tax imposed on Lessor, Lender or any other Person, except to the extent that any tax described in this clause (i) is levied, assessed or imposed as a total or partial substitute for a tax, assessment, levy or charge upon the Property, the Rent or any part thereof or interest therein which Lessee would otherwise be required to pay thereunder; (ii) any tax imposed with respect to the sale, exchange or other disposition by (A) Lessor of the Property or (B) Lender of its debt; (iii) franchise taxes, excess profits taxes, capital gains taxes, taxes on doing business, capital taxes or taxes imposed on net or gross income or receipts, mortgage recording taxes, value added taxes or similar taxes, assessments or governmental charges; or (iv) any gross receipts, transaction privilege, rent or similar tax, assessment, levy or charge upon Lessor, the Property, the Rent or any part of any thereof or interest therein, but solely to the extent that the same is levied, assessed or imposed as a total or partial substitute for a tax, assessment, levy or charge described in clause (i) or clause (ii) which Lessee would otherwise not be required to pay hereunder.

“Improvements” shall have the meaning specified in the definition of the term Property.

“Initial Renewal Terms” shall have the meaning specified in Section 5.1(a)(i).

“Inspecting Party” shall have the meaning specified in Section 15.1.

“Intent to Renew Date” shall have the meaning specified in Section 5.1(b)(i).

“Land” shall have the meaning specified in the definition of the term Property.

“Lease” shall have the meaning set forth in the first paragraph hereof.

“Lease Event of Default” shall have the meaning specified in Article 16.

“Lease Term” shall mean the full term of this Lease, including the Base Term and any Renewal Terms as to which Lessee exercises a renewal option pursuant to Article 5 of this Lease, or such shorter period as may result from earlier termination of this Lease as provided herein.

“Lease Year” shall mean each consecutive period of twelve (12) full calendar months occurring after the Closing Date; provided, however, that, if the Closing Date shall not be the first day of a month, then the first Lease Year shall also include the partial month in which the Closing Date occurs.

“Lender” shall mean, from time to time, the holder of the first lien Mortgage on the Property, provided that Lessor shall notify Lessee of the existence and identity of any Lender. During periods when there is no Lender, references herein to Lender shall have no force or effect.

“Lessee” shall mean the Lessee named in the first paragraph of this Lease.

“Lessee Capital Repair Items” shall have the meaning specified in Section 8.2(b).

“Lessee Indemnified Parties” shall have the meaning specified in Section 19.1(b).

“Lessee Parties” shall have the meaning specified in Section 19.1.

“Lessee’s Equipment and Personalty” shall mean all furniture, equipment and personal property of Lessee, including without limitation inventory, racking, shelving, conveyer equipment, lifts, cabling, antennae, machinery, air compressors, battery chargers, communication equipment, data cabinets, automated teller machines, hoist equipment, lockers, plug-in light fixtures, propane tanks, storage racks, trash compactors, signs, desks, movable partitions, vending machines, computer software and hardware, movable storage and utility rooms and removable trade fixtures and equipment, even if bolted or otherwise affixed to the floors (including, without limitation, telecommunication switches), in each case, as now or may hereafter exist in or on the Improvements and any other personal property owned by Lessee or a sublessee of Lessee or other occupant of the Property. In no case shall Lessee’s Equipment and Personalty include fixtures or built-in heating, ventilating, air-conditioning or electrical equipment (including power panels) utilized in connection with the operation of the Property.

“Lessor” shall mean the Lessor named in the first paragraph of this Lease.

“Lessor Capital Repair Items” shall have the meaning specified in Section 8.2(c).

“Lessor Indemnified Parties” shall have the meaning specified in Section 19.1(a).

“Lessor Liens” shall mean Liens on or against the Property or this Lease or any payment of Rent which result from (a) any act of or Claim against Lessor or any violation by Lessor of any of the terms of the Mortgage or any related debt documents, other than a violation due to a default by Lessee under this Lease, (b) Liens in favor of any taxing authority by reason of any Tax owed and payable by Lessor, except that Lessor Liens shall not include any Lien resulting from any Tax for which Lessee is obligated to indemnify Lessor until such time as Lessee shall have paid to or on behalf of Lessor the Tax or the required indemnity with respect to the same, or (c) any expenses owed, caused or occasioned by Lessor or any of its employees or agents which are not indemnified by Lessee pursuant to Section 19.1; provided that Lessor Liens shall not include Permitted Liens or any Liens created by the Mortgage and any other debt documents, except to the extent any such Lien arises by Lender’s payment of any of the foregoing.

“Lessor Parties” shall have the meaning specified in Section 19.1(b).

“Lien” shall mean any lien, mortgage, pledge, charge, security interest or encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, including without limitation any thereof arising under any conditional sale agreement, capital lease or other title retention agreement.

“Material” as used to describe Lessee’s compliance requirement in Section 8.5 of this Lease shall mean that the failure to so comply may reasonably be expected to result in material risk of (i) physical injury to or death of any individual, (ii) criminal liability or (iii) fines and/or compliance costs in excess of the Threshold Amount.

“Minor Condemnation” shall mean any Condemnation of the Property that is not a Substantial Taking of the Property.

“Moody’s” shall mean Moody’s Investors Service, Inc. and its successors.

“Mortgage” shall mean a first lien deed of trust or mortgage (together with any related assignment of rents) between the Lessor, as mortgagor or trustor, and Lender, as mortgagee or beneficiary, and as the same may be renewed, amended, modified, consolidated, replaced or extended from time to time, provided that Lessor shall notify Lessee of the existence of any such Mortgage. During periods when there is no Mortgage, references in this Lease to the Mortgage shall have no force or effect.

“Nonseverable” shall describe an Alteration or part of an Alteration which cannot be removed from the Property or the existing Improvements without causing material damage to the Property or Improvements; provided that Lessee’s Equipment and Personalty shall not be deemed to be Nonseverable regardless of any damage that may be caused by the removal thereof.

“Notice to Renew” shall have the meaning specified in Section 5.1(b).

“Offeror” shall have the meaning specified in Section 4.1(a).

“Permitted Encumbrances” shall mean the easements, rights of way, reservations, servitudes and rights of others with respect to the Property which are listed in the Title Policy issued to Lessor or Lender (as applicable), including without limitation, any easements, rights of way, reservations, servitudes and rights of others with respect to the Property granted after the date hereof pursuant to Section 25.11.

“Permitted Investments” shall mean any one or more of the following obligations or securities having (a) a predetermined fixed dollar amount of principal due at maturity that cannot vary or change, (b) bearing interest that may either be fixed or variable but which is tied to a single interest rate index plus a single fixed rate spread (if any) and move proportionately with that index and (c) having the required ratings, if any, provided for in this definition:

(i) direct obligations of, and obligations fully guaranteed as to timely payment of principal and interest by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America that mature in thirty (30) days or less after the date of issuance;

(ii) time deposits, unsecured certificates of deposit or bankers’ acceptances that mature in thirty (30) days or less after the date of issuance and are issued or held by any depository institution or trust company (including Lender) incorporated or organized under the laws of the United States of America or any State thereof and subject to supervision and examination by federal or state banking authorities, so long as the commercial paper or other short-term debt obligations of such depository institution or trust company are rated at least “A-1” and “P-1” by either Standard & Poor’s and Moody’s or such other rating as would not result in the downgrading, withdrawal or qualification of the then current rating assigned by such Rating Agency to the Pass-Through Certificates, as evidenced in writing and that does not have a “r” highlighter affixed to its rating;

(iii) repurchase agreements or obligations with respect to any security described in clause (i) above where such security has a remaining maturity of thirty (30) days or less and where such repurchase obligation has been entered into with a depository institution or trust company (acting as principal) described in clause (ii) above;

(iv) debt obligations bearing interest or sold at a discount issued by any corporation incorporated under the laws of the United States of America or any state thereof which mature in thirty (30) days or less from the date of issuance, which debt obligations have ratings from either Moody’s or Standard & Poor’s in the highest category possible, or such other rating as would not result in the downgrading, withdrawal or qualification of the then-current rating assigned by the Rating Agency to any Pass-Through Certificate as specified in writing by the Rating Agency and that does not have a “r” highlighter affixed to its rating; provided, however, that securities issued by any particular corporation will not be Permitted Investments to the extent that investment therein will cause the then-outstanding principal amount of securities issued by such corporation and held in the accounts established hereunder to exceed 10% of the sum of the aggregate principal balance and the aggregate principal amount of all Permitted Investments in such accounts; and

(v) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations) payable on demand or on a specified date maturing in thirty (30) days or less after the date of issuance thereof and which is rated in the highest category possible by Moody's and Standard & Poor's and that does not have a "r" highlighter affixed to such rating.

"Permitted Liens" shall mean:

(a) the respective rights and interests of Lessee, Lessor and Lender under this Lease and any Mortgage,

(b) Liens for Taxes either not yet due or being contested in good faith and by appropriate proceedings, so long as such proceedings shall not involve any danger of the sale, forfeiture or loss of any part of the Property, title thereto or any interest therein (other than to a de minimis extent) and are undertaken in accordance with the terms of any documents securing Lender's loan to Lessor, (including, without limitation, posting of any bonds or other collateral to the extent required by such documents);

(c) materialmen's, mechanics', workers', repairmen's, employees or other like Liens for amounts either not yet due or being contested in good faith and by appropriate proceedings so long as such proceedings shall not involve any danger of the sale, forfeiture or loss of any part of the Property, title thereto or any interest therein (other than to a de minimis extent); provided that, if a Lease Event of Default under Section 16.1(a) or (b) shall have occurred and be continuing, Lessee shall pay, discharge or record or bond any such lien within sixty (60) days after Lessee receives notice thereof;

(d) Liens arising out of judgments or awards with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith and either which have been bonded or for the payment of which adequate reserves shall have been provided to Lessor's reasonable satisfaction;

(e) Permitted Encumbrances;

(f) Liens existing on the date hereof; and

(g) assignments and subleases expressly permitted by this Lease.

No Lien shall be deemed to be Permitted Lien if such Lien, individually or in the aggregate with other Liens, materially and adversely affects (i) the value of the Property, (ii) Lessee's ability to pay all Rent as and when due hereunder or (iii) Lessee's right to use and operate the Property.

"Permitted Use" shall have the meaning given to such term in Section 8.1.

"Person" shall mean individual, corporation, partnership, joint venture, association, joint-stock company, trust, limited liability company, non-incorporated organization or government or any agency or political subdivision thereof.

“Present Value”, for any amount, shall be computed on a monthly basis at a discount rate equal to the Treasury Yield. The “Treasury Yield” shall be determined by reference to the most recent Federal Reserve Statistical Release H.15 (519) or any comparable successor publication which has become available not more than two days prior to the date of prepayment or payment or the date as of which such amount becomes or is declared due and payable, as the case may be (or, if such Statistical Release is no longer published, any publicly available source of similar market data acceptable to Lessee and Lessor), and shall be the most recent yield on actively traded United States Treasury securities adjusted to a constant maturity equal to the then remaining weighted average life to maturity, rounded to the nearest month, of the remaining rental obligations under this Lease. If no maturity exactly corresponding to such rounded weighted average life to maturity for such obligation shall appear therein, yields for the two most closely corresponding published maturities shall be calculated pursuant to the foregoing sentence and the Treasury Yield shall be interpolated from such yields on a straight line basis (rounding, in the case of relevant periods, to the nearest month). If such rates shall not have been so published, the Treasury Yield shall be calculated on the basis of the arithmetic mean of the arithmetic means of the secondary market ask rates, as of approximately 3:30 P.M., New York City time, on such calculation days, for the actively traded U.S. Treasury security or securities with a maturity or maturities most closely corresponding to such rounded weighted average life to maturity as reported by three primary United States Government securities dealers in New York City of national standing selected in good faith by Agent.

“Prime Rate” shall mean the “prime rate” from time to time in effect, as published in *The Wall Street Journal* on such day (or if not published on such day, for the immediately preceding day on which it was published) in its “Money Rates” column as the Prime Rate; provided that if *The Wall Street Journal* ceases to publish such a rate or substantially changes the methodology used to determine such rate, then the rate shall be otherwise independently determined from an alternate source selected by Lessor in good faith or determined by Lessor in good faith on a basis substantially similar to the methodology used by *The Wall Street Journal* on the date of this Lease. As of the date hereof, *The Wall Street Journal* defines “Prime Rate” as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks.

“Proceeds Trustee” shall mean Lender or, if the Property shall not at the time in question be encumbered by a Mortgage, a federally insured bank or other financial institution, selected by Lessor and reasonably satisfactory to Lessee.

“Property” shall mean the real property whose parcel or parcels of land are described on Exhibit A to this Lease (the **“Land”**), together with (a) all buildings, structures and other improvements of every kind situated on the Land (collectively, the **“Improvements”**), all easements, rights and appurtenances relating to the Land or the Improvements and (b) all fixtures, including all components thereof, on or appurtenant to the Improvements and used in the operation of the Property and all replacements, modifications, alterations and additions thereto (collectively, the **“Fixtures”**), provided that in no event shall “Property” include Lessee’s Equipment and Personality.

“Property Name” shall have the meaning specified in Section 24.16.

“Purchase Contract” shall have the meaning specified in the Recitals to this Lease.

“Qualified Appraiser” shall mean an independent nationally recognized real estate appraiser who shall be a member of The Appraisal Institute (or its successor organization) with not less than five (5) years experience appraising properties similar to the Property in the market in which the Property is located.

“Rating Agency” shall mean either Moody’s or Standard & Poor’s, as the case may be.

“Related Person” shall have the meaning specified in Section 14.1.

“Release” shall mean the release or threatened release of any Hazardous Material into or upon or under any land or water or air, or otherwise into the environment, including, without limitation, by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, pouring, escaping, emptying, placement and the like.

“Renewal Term” shall have the meaning specified in Section 5.1(a).

“Rent” shall mean Base Rent and Supplemental Rent, collectively.

“Rent Collection Account” shall mean the account established by Lender from time to time and to which Lessee is directed to make all payments of Base Rent due hereunder.

“Rent Payment Dates” shall mean the first (1st) day of each month during the Lease Term, provided that if such date is not a Business Day, the Rent Payment Date shall be the immediately following Business Day; provided further that Base Rent for the period commencing on the Closing Date and terminating on the last day of the month in which the Closing Date occurs shall be payable in advance on the Closing Date; and provided further that, as provided in Section 16.1(a), no Lease Event of Default shall have occurred unless any such Rent payment is not received by Lessor on or before the tenth (10th) Business Day after notice that such amount is due and unpaid.

“Second Renewal Term” shall have the meaning specified in Section 5.1(i) of this Lease.

“Significant Competitor” shall mean any Person whose business includes, in substantial part (at the same time as Lessee’s business or an Affiliate’s business includes in substantial part), one or more of the following business activities: (a) local voice or data calling services; (b) long distance voice or data calling services; (c) voice over internet protocol, including voice and data technologies; (d) dial up or dedicated internet access, including broadband (DSL/cable); (e) wireless fidelity (Wi-Fi) technology; (f) wireless voice/data/internet services; (g) phone cards including prepaid cards; (h) white or yellow page directories (including on-line/internet based); (i) public Communications (pay phones); (j) voice mail/call notes; (k) video or audio conferencing; (l) network integration and managed services; (m) satellite television delivery or cable television delivery, (n) telephone equipment; (o) mobile telecommunications service; (p) paging services; (q) telecommunications or network consulting services; (r) telecommunications management services (including long distance telecommunications services); (s) telephone services for the handicapped; (t) telephone fax services; (u) cable or satellite television; (v) directory advertising; (w) internet provider services; (x) conference call services; (y) Wi-Fi service; (z) voice over internet protocol service (VOIP); or (aa) internet protocol television

(IPTV). Notwithstanding the foregoing, the term Significant Competitor shall not include any Person engaged in the occasional or incidental sale of goods or services falling within one or more of the foregoing business activity categories, so long as goods are services falling within any of the categories are not a primary, featured line of goods or services sold by the tenant. By way of example but not limitation, the sale of pre-paid phone cards at a drugstore would be considered occasional and incidental, and such a store would not be deemed a Significant Competitor. Further by way of example but not limitation, within the context of a store offering mobile phone equipment and service, the service offering would be considered a primary, featured line, and such a store would be deemed to be Significant Competitor. Lessee, acting reasonably, shall, within ten (10) Business Days of Lessor's request, advise Lessor if a prospective purchaser whose name (and direct and indirect owners and Affiliates) has been furnished to Lessee is a Significant Competitor.

“Standard & Poor’s” shall mean Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

“Sublease” shall have the meaning given such term in Section 14.1.

“Subsidiary”, as to any Person, shall mean any corporation whose assets and liabilities are consolidated with those of such Person for financial reporting purposes.

“Substantial Casualty” shall have the meaning specified in Section 12.2(a).

“Substantial Percentage”, when used with respect to Lessee’s employees, shall mean fifty percent (50%) or more of Lessee’s employees then working at the Property or applicable Building, as the case may be.

“Substantial Portion”, when used with respect to Lessee’s business operations shall mean fifty percent (50%) or more of Lessee’s business operations.

“Supplemental Rent” shall mean any and all amounts, fees, expenses, liabilities, obligations, late charges, Taxes and Impositions other than Base Rent which Lessee assumes or agrees or is otherwise obligated to pay under this Lease to Lessor, Lender or any other party.

“Terms” shall have the meaning specified in Section 4.1.

“Third Renewal Term” shall have the meaning specified in Section 5.1(i) of this Lease.

“Threshold Amount” shall mean Two Million Dollars (\$2,000,000), provided that such amount shall be increased on every January 1 after the Closing Date in the same proportion (if any) as the CPI increases over such annual period.

“Total Taking of the Property” shall mean a Condemnation either (i) of (a) the entire Property or (b) a portion thereof if, in Lessee’s commercially reasonable opinion, as a result thereof the Property cannot be restored to an economically viable office complex with a similar (within ten percent (10%)) of usable square feet of floor area; (ii) as a result of which it will take in excess of (A) twelve (12) months from the beginning of restoration to restore the Building to the same condition as existed immediately prior to the Condemnation and the Condemnation

occurs at any time during the Lease Term or (B) three (3) months from the beginning of restoration to restore the Building to the same condition as existed immediately prior to the Condemnation and the Condemnation occurs during the last eighteen (18) months of the then current Lease Term, such time periods to be determined as provided in Section 12.1 with respect to a Casualty; or (iii) as a result of which Lessee must either (A) cease its operations at the Building for a period of six (6) months or more, (B) move a Substantial Portion of its operations from the Building or relocate a Substantial Percentage of its employees from the Building, in either case to another location not on the Property or (C) lay off a Substantial Percentage of its employees from the Building for a period of six (6) months or more.

Rental Payments

<u>Lease Years</u>	<u>Rent Per Annum</u>
Base Term (____ Years)	
Year 1	\$
First Renewal Term*	\$
Second Renewal Term*	\$
Additional Renewal Terms	90% of Fair Market Rent

SCHEDULE 5

The parties acknowledge that if Lessee exercises its rights under Paragraph 5.1 of the Lease so that Lessor is holding Give Bank Space during any Renewal Term then the following additional lease provisions shall become applicable so that the Lease instead of being a net lease, becomes a full service lease with Lessee being one tenant in a multi-tenant building:

1. DEFINITIONS. All defined terms in the Lease shall have the same meaning in this Schedule 5. In addition, the following terms shall be defined as set forth below:

(i) (a) “Lessee’s Percentage Share”: The fraction, the numerator of which is the Rentable Square Footage of the space then leased by Lessee within the Building and the denominator of which is the Rentable Square Footage of the Building.

(b) “Building”: the office tower located at 225 W. Randolph Street, in the City of Chicago, Illinois, which is a part of the Property.

(ii) “Common Areas”: shall mean all areas and facilities within the exterior boundaries of the Property that are not leased to other tenants and that are provided and designated by Lessor, in its sole discretion from time to time, for the general use and convenience of Lessee and other tenants of the Property and their authorized representatives, employees, invitees and the general public as more particularly set forth in Paragraph 2 of this Schedule 5. Common Areas are areas within and outside of the buildings on the Property, such as common entrances, hallways, and lobbies. Lessor may also designate, from time to time, other areas in the Property, such as pedestrian walkways, patios, landscaped areas, sidewalks, service corridors, elevators, restrooms, stairways, decorative walls, plazas, loading areas, parking areas and roads for the non-exclusive use of Lessee.

(iii) “Operating Expenses”: all commercially reasonable costs of operating, servicing, managing, repairing and maintaining the Property, the landscaping of Common Areas of the Property and the subsurface parking area used as parking for the Property but excluding any Operating Expenses paid by Lessee directly, and not paid by Lessor. All costs of operating, servicing, administering, repairing and maintaining the Property (include any reasonable and necessary costs of operation, maintenance and repair), computed in accordance with generally accepted accounting principles applied on a consistent basis, and will include by way of illustration, but not limitation:

- (a) all necessary costs of managing, operating, repairing and maintaining the Property, including, without limitation, wages, salaries, fringe benefits and payroll burden for employees on-site utilized in the day to day operation of the Property; public liability, flood, property damage and all other insurance premiums paid by Lessor with respect to the Property, excluding any amounts that would be charged as premiums if Lessor self-insures any of the insurance risks; water, sewer, heating, air conditioning, ventilating and all other utility charges (other than with respect to utilities separately

metered and paid directly by Lessee or other Lessees); the cost of contesting the validity or amount of real estate and personal property taxes; janitorial services; access control; window cleaning; elevator maintenance; fire detection and security services; gardening and landscape maintenance; all costs of snow and ice removal; trash, rubbish, garbage and other refuse removal; pest control; painting; facade maintenance; lighting; exterior and partition (demising) wall repairs; roof repairs; maintenance of all steam, water and other water retention and discharging piping, lakes, culverts, fountains, pumps, weirs, lift stations, catch basins and other areas and facilities, whether or not on-site; maintenance, repair and repainting of sidewalks due to settlement and potholes and general resurfacing and maintenance of parking areas; sanitary control; depreciation of machinery and equipment used in any of such maintenance and repair activities; repair, maintenance and replacement of signage located in the Property; management fees not to exceed three percent (3%); road sidewalk and driveway maintenance; and all other Property maintenance, repairs and insurance;

- (b) the costs (amortized as provided under the federal tax code) of any capital improvements made to the Property by Lessor primarily for the purpose of reducing Operating Expenses, but only to the extent of such reduction;

Notwithstanding the foregoing, (i) in the event Lessor installs equipment in or makes improvements or alterations to the Property which are for the purpose of reducing energy costs, maintenance costs or other Operating Expenses, Lessor may include in Operating Expenses reasonable charges for interest on such investment and reasonable charges for depreciation on the same so as to amortize such investment over the reasonable life of such equipment, improvement or alteration on a straight-line basis, provided that annual charges under this clause (i) shall not exceed the reasonably estimated or calculated amount of the reduction in costs for the same year.

- (c) the costs of supplies, materials, tools and equipment for repairs and maintenance;
- (d) all real and personal property taxes, assessments (whether they be general or special), sewer rents, rates and charges, transit taxes, taxes based upon the receipt of Rent and any other federal, state or local government charge, general, special, ordinary or extraordinary (but not including income taxes), which may now or hereafter be levied or assessed against the land upon which the Property stands or the Property for such year or the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the Property for the operation thereof (the "Taxes").

Operating Expenses shall not include:

- (i) depreciation on the Property or any Common Areas;
- (ii) costs of space planning, Lessee improvements, marketing expenses, finders fees and real estate broker commissions;
- (iii) any and all expenses for which Lessor is reimbursed (either by an insurer, condemnor, Lessee or other person or entity), but only to the extent of such reimbursement;
- (iv) that portion of the salaries for on or off site personnel to the extent any of them work for other properties owned by Lessor or the Property's managing agent;
- (v) costs in connection with services or benefits of a type which are not Property standards and are not available to Lessee, but are available to another tenant or occupant;
- (vi) mark-ups on electricity and condenser cooling water for heat pumps in excess of Lessor's costs therefor;
- (vii) Lessor's general overhead and administrative expenses not directly allocable to the operation of the Property;
- (viii) attorneys' fees and cost related to negotiating or enforcing any tenant lease, or resolving disputes with any lender of Lessor;
- (ix) cost of capital improvements unless meeting the requirements of Subparagraph (iii)(b) above;
- (x) interest on debt or amortization payments on any mortgage/deed of trust, or rent on any ground lease;
- (xi) federal and state taxes on income, death, estate or inheritance; or franchise taxes;
- (xii) the cost or expense to bring the Property and all Common Areas (including all restrooms on all Lessee floors) into full compliance with all federal, state or local legal requirements, including the federal American's with Disabilities Act, and any such costs shall not be capitalized or otherwise passed through to Lessee;
- (xiii) the cost of enforcing any leases and other expenses incurred in connection with negotiations or disputes with Lessees, other occupants, or prospective tenants;
- (xiv) the cost of curing any construction defects in the Property;

- (xv) to the extent of any insurance or other deductibles that exceed amounts deemed reasonable for deductibles for comparable coverage in comparable buildings in the general downtown area in which the Property is located;
- (xvi) costs of constructing, installing, operating or maintaining any special service or facility (including, without limitation, any observatory, broadcasting facility, luncheon, athletic or recreational club, cafeteria or dining facility);
- (xvii) costs of or associated with utilities, services or amenities not available to all tenants of the Building or provided to any tenant to a materially greater extent or more favorable manner than generally provided to other tenants;
- (xviii) fees or expenses paid to an affiliate of Lessor in excess of reasonably competitive market rates;
- (xix) expenses incurred due to the uninsured negligence or willful misconduct of Lessor or the violation by Lessor of any governmental laws, ordinances, codes or regulations;
- (xx) any compensation paid to clerks, attendants or other persons in commercial concessions operated by Lessor, its agents or an affiliate of either of them;
- (xxi) all repairs or maintenance to the subsurface parking area other than general cleaning.
- (xxii) any equipment rental costs except for temporary rentals and costs of renting or leasing equipment customarily rented or leased in connection with the management or operation of comparable buildings in the general downtown area in which the Property is located;
- (xxiii) the costs of any consultants except those customarily retained in connection with the management or operation of comparable buildings in the general downtown area in which the Property is located;
- (xxiv) any costs incurred in connection with the repair, closure, detoxification, decontamination or other clean-up of the Property or any part thereof resulting from or involving the presence or effects of any hazardous substance or materials, the presence of which was not caused by any act or omission of Lessee;
- (xxv) extraordinary structural repairs or extraordinary roof repairs, taking into account the ages thereof;

- (xxvi) any increase in Taxes due to diminishing or ending of tax abatement during any portion of the Term of the Lease; and
- (xxvii) public art placed at the Property;
- (xxviii) any Lessor Capital Repair Items (as defined in Paragraph 8.2(c) of the Lease).

There shall be no duplication of costs or reimbursements. In addition, Lessor covenants that there shall be no charge to Lessee or its employees for the use of any Building amenities except there may be a charge for use of amenities provided by outside third party vendors.

(iv) “Operating Expense Rent”: Lessee’s Percentage Share of Operating Expenses.

(v) “Property”: All Land, buildings including the Building, parking areas and all other improvements located on the parcel described in Exhibit A of the Lease, having an address of 225 West Randolph, in the City of Chicago, Illinois.

(vi) “Rentable Square Footage”: The rentable square footage of the Property as determined by (a) a certification by Lessor’s architect of such rentable square footage based upon the then most current version (presently being June 1996) of the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (the “BOMA Standards”), and (b) the corresponding determination of the Lessee’s Percentage Share. Lessee shall have the right, at its sole cost, to review the building calculations prepared by Lessor’s consultant as to rentable square footage and to have such square footage measurement verified by Lessee’s independent consultant or licensed architect or engineer. The Base Rent, Operating Expense Rent and other amounts due hereunder based upon square footage shall be adjusted based upon the final determined Rentable Square Footage of the Property.

2. COMMON AREAS.

2.1 Lessor grants Lessee and its authorized representatives and invitees the non-exclusive right to use the Common Areas with others who are entitled to use the Common Areas subject to Lessor’s rights as set forth in this Lease.

2.2 Lessor has the right to: (a) establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use and operation of the Common Areas; (b) close, if necessary, any of the Common Areas to prevent dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas; (c) close temporarily any of the Common Areas for maintenance purposes; and (d) select a person, firm or corporation which may be an entity related to Lessor to maintain and operate any of the Common Areas. Notwithstanding the provisions of this Paragraph, in exercising its rights hereunder, Lessor shall at all times provide Lessee and its employees and other Lessee approved parties with a means of reasonable access to and from the Building and the Property, 24 hours per day, seven days per week..

3. ADDITIONAL RENT.

(a) In addition to Rent under Article 3 of the Lease, Lessee shall with each payment of Rent to Lessor pay the monthly Operating Expense Rent commencing as of the first day of the month following the date of the existence of Give Bank Space. Such Operating Expense Rent shall be prorated for the first month if less than a full month on a per diem basis.

(b) During December of each calendar year so long as there is Give Bank Space, Lessor shall provide Lessee with a written notice of its estimate (line item and detailed support included) of Operating Expense Rent for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Lessee will pay to Lessor 1/12th of such estimated amounts, provided that, until such notice is given, Lessee will continue to pay on the basis of the prior year's estimate until the month after such notice is given, and thereafter, all subsequent payments by Lessee for such year will be in an amount such that by the end of such year Lessee will have paid a total sum equal to the estimate stated in Lessor's notice. If at any time or times it appears to Lessor that the amounts payable for Operating Expense Rent for the current calendar year will vary from its estimate by more than 10%, Lessor, by written notice to Lessee, may revise its estimate for such year, and subsequent payments by Lessee for such year will be in an amount such that by the end of such year Lessee will have paid a total sum equal to such revised estimate; Lessor will indicate in its notice to Lessee the reasons Lessor believes its estimate is low by more than 10%. Notwithstanding anything contained herein to the contrary, the Lessee's Percentage Share of Operating Expenses payable by Lessee hereunder (excluding taxes, insurance, utilities and the cost of security) shall not increase by more than three percent (3%) per year.

(c) Statement: Within 90 days after the close of each calendar year, Lessor will deliver to Lessee a statement of amounts of Operating Expense Rent payable under this Lease for such calendar year. If such statement shows an amount owing by Lessee that is more than the estimated payments for such calendar year previously made by Lessee, Lessee will pay the deficiency to Lessor within 30 days after delivery of the statement. If the total of the estimated monthly installments paid by Lessee during any calendar year exceeds the actual expense adjustment amount due from Lessee for such calendar year and provided Lessee is not in default hereunder, such excess shall, at Lessor's option, be either credited against payments next due hereunder or refunded by Lessor to Lessee.

(d) Audit Rights. Lessee has the right, exercisable in writing no more than once each calendar year on reasonable advance notice and at a time reasonably acceptable to Lessor, to cause an audit to be performed by Lessee's accountants or consultants, at Lessee's sole cost and expense of Lessor's operations and/or books and records pertaining to Operating Expense Rent for the preceding calendar year. In the event Lessor has overstated Operating Expense Rent by more than 2%, and provided Lessee is not in default hereunder, within 30 days after demand therefore by Lessee accompanied by Lessee's verification of such overcharges and paid invoices, Lessor will reimburse Lessee for such overcharges.

(e) Gross Up. Notwithstanding any provision of this Paragraph to the contrary, if the Building is less than 100% leased and/or occupied during any calendar year an adjustment shall

be made so that Operating Expense Rent shall be computed for such year as though 100% of the Building had been leased and occupied during such year.

4. **PROPERTY MAINTENANCE.** Except as otherwise provided in Paragraph 5 of this Schedule 5, upon the implementation of this Schedule 5 and the terms and conditions set forth herein as a part of the Lease, all Property repair and maintenance obligations set forth in the Lease, and Article 8 thereof in particular, which were previously the responsibility of and paid for by Lessee shall be and become the sole responsibility of Lessor, together with providing Lessee with five (5) day per week full service janitorial services as would be customarily provided for a Class A office building in the general downtown area in which the Property is located. Lessor shall remain responsible at its sole cost for all Lessor Capital Repair Items (as defined in Paragraph 8.2(c) of the Lease) and the same shall not be an Operating Expense.

5. **RETAINED FACILITIES MANAGEMENT RIGHTS.** Notwithstanding Paragraph 4 of this Schedule 5, Lessee to the extent it desires to do so, may from time to time, or at any time upon prior written notice to Lessor, retain such responsibilities under Article 8 of the Lease for such repair and maintenance functions solely related to the Property as Lessee may desire to retain, at Lessee's sole cost and expense, in which case none of such expenses paid by Lessee would be included as Operating Expenses of the Property. To exercise such retained rights, Lessee shall provide Lessor, from time to time, with written notice specifying the Property repair and maintenance functions for which Lessee intends to remain liable.

6. **IMPOSITIONS.** All liabilities for Impositions under Paragraph 8.6 of the Lease shall become an Operating Expense to be paid by Lessor. So long as Lessee leases at least 60% of the Rentable Square Footage in the Building, Lessee shall retain its right to contest Taxes pursuant to Paragraph 8.6(c) of the Lease. If Lessee ceases to lease at least 60% of the Rentable Square Footage in the Building then Lessor shall have all rights under Paragraph 8.6(c) of the Lease to contest Taxes as provided therein.

7. **NO LEASE TO SIGNIFIGANT COMPETITOR/OTHER LEASE RESTRICTIONS.**

(a) Lessor covenants that it will not lease any Give Back Space to a Significant Competitor. A Significant Competitor is also referred to in this Paragraph 7 as a "Restricted Entity". The list of business activities engaged in by a Significant Competitor is referred to hereafter as each a "Restricted Activity". In addition, the promotion of the consumption of alcoholic beverages, gambling, consumption of tobacco products, political positions or promotion of a sexually oriented business, abortion, or birth control devices are referred to as a "Prohibited Activity."

(b) Lessor shall not advertise or promote, or grant any person the right to advertise or promote in the Building a Restricted Entity, a Restricted Activity, or a Prohibited Activity except with the prior written consent of Lessee, which approval may be withheld in Lessee's sole and absolute discretion.

(i) If Lessor intends to advertise or promote, or grant any person the right to advertise or promote in the Building a Restricted Entity, a Restricted Activity, or a Prohibited Activity, Lessor shall provide notice to Lessee setting forth the Restricted Entity, the

Restricted Activity, or the Prohibited Activity that will be advertised or promoted (a "Notice of Intended Promotion"). Within ten (10) business days following delivery of a Notice of Intended Promotion, Lessee shall notify Lessor if Lessee objects to such advertising or promotion, and if Lessee fails to so notify Lessor within such ten (10) business day period, Lessee shall be deemed to have consented to the advertising or promotion.

(ii) If Lessee objects to such advertising or promotion in the Building of a Restricted Entity, a Restricted Activity, or a Prohibited Activity, and Lessor elects to allow such advertising or promotion, Lessee shall be entitled to "Rental Abatement," as hereinafter defined.

(iii) If Lessor fails to provide a Notice of Intended Promotion as to an advertising or promotion in the Building of a Restricted Entity, a Restricted Activity, or a Prohibited Activity, and advertises or promotes such activity, Lessee shall provide notice to Lessor setting forth the Restricted Entity, the Restricted Activity, or the Prohibited Activity that is being advertised or promoted (a "Notice of Restricted Promotion") and Lessor shall immediately cease or cause the advertising or promotion of the Restricted Entity, the Restricted Activity, or the Prohibited Activity to cease. If Lessor fails to provide a Notice of Intended Promotion, Lessee shall be entitled to Rental Abatement.

(iv) In the event (A) Lessor shall deliver a Notice of Intended Promotion to Lessee and Lessee objects to the advertising or promotion of a Restricted Entity, a Restricted Activity or a Prohibited Activity, and Lessor elects to allow such advertising or promotion, or (ii) Lessor fails to provide a Notice of Intended Promotion and Lessee delivers a Notice of Restricted Promotion, Lessee shall be entitled to the following abatement of rent (a "Rental Abatement"):

1. If Lessee shall become entitled to a Rental Abatement as provided in this subparagraph, Lessee shall be entitled to a day-for-day abatement of Rent for each day of the advertising or promotion of a Restricted Entity, Restricted Activity, or Prohibited Activity in the Building. Notwithstanding the foregoing, if Lessor fails to provide a Notice of Intended Promotion and Lessee delivers a Notice of Restricted Promotion, Lessee shall be entitled to two (2) days of abatement of Rent for each day of the advertising or promotion of a Restricted Entity, Restricted Activity, or Prohibited Activity in the Building.

2. If Lessee shall become entitled to any Rental Abatement three (3) times in any calendar year period, then Lessee shall have the right to terminate this Lease on the following terms: Lessee may terminate this Lease by written notice to Lessor (a "Rental Abatement Termination Notice") given not later than twenty (20) business days after the date of the third (3rd) time in any calendar year period that Lessee shall become entitled to a Rental Abatement of five (5) days or more. The Rental Abatement Termination Notice shall set forth the date on which the Lease shall terminate, which date shall be not earlier than sixty (60) days after the Rental Abatement Termination Notice and not later than two (2) years after the Rental Abatement Termination Notice. This Lease shall terminate on the date established by Lessee in the Rental Abatement Termination Notice. Lessee shall vacate and deliver the

Property to Lessor on the termination date established in the Rental Abatement Termination Notice.

8. **THIRD PARTY LEASES.** Upon these Schedule 5 provisions going into affect, Lessee shall assign to Lessor, and transfer applicable security deposits, and Lessor shall assume from and after the date of such assignment, all obligations and rights of landlord under those third party leases for first floor lease space then in affect, where the Lessee is the lessor as provided under Section 14.5 of the Lease.

9. **INSURANCE.** Upon these Schedule 5 provisions going into affect, Lessor shall put in place and maintain, as an Operating Expense of the Property, the Property casualty coverage set forth in Schedule 9.1, as well as such other reasonable and customary insurance coverages that would be carried by a Lessor of a first class office building where the Property is located. Lessor (or its principals naming Lessor as an additional insured) shall, as part of the Operating Expenses, maintain a policy or policies of commercial general liability insurance with respect to the Common Areas and the activities thereon in such amounts as Lessor or any mortgagee of Lessor may require. Lessor (or its principals naming Lessor as an additional insured) may purchase insurance for windstorm, flood, plate glass, sign, automobile, sinkhole, business income, Rent loss, terrorism, earthquake and such other insurance which Lessor or any mortgagee of Lessor's lender may require in their sole discretion. The costs of all such insurance shall be part of the Operating Expenses. Lessor may hereafter raise such coverage in such amounts as may from time to time be prudent to Lessor within its sole discretion or as Lessor's mortgagee may require.

Lessor and Lessee shall each endeavor to obtain from their respective insurers under all policies of property insurance maintained by either of them at any time hereof insuring or covering the Property, a waiver of all rights of subrogation which the insurer of one party might otherwise have, if at all, against the other party.

10. **PARKING SPACES.** Notwithstanding any Give Back Space given up by Lessee, Lessee shall retain sole and exclusive rights to all parking and parking spaces associated with the Building at no additional charge.

11. **UTILITIES.** Lessor shall use all reasonable efforts to furnish (as part of Operating Expenses) heating, ventilation, air conditioning, janitorial service, electricity for normal lighting and office machines, cold water for reasonable and normal drinking and lavatory use, replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures, exterior window washing, standard trash removal, sewer and waste water services, and janitorial services 5 days per week. Said services and utilities shall be provided during Building Hours except janitorial services which shall commence after 5:00 p.m. Utilities and services required at other times (including, without limitation, HVAC after normal Building Hours), shall be subject to an additional charge as set forth below, which additional charge shall be paid by Lessee to Lessor as additional Rent within thirty (30) days of written demand therefor. There shall be no charge for after-hours use of lighting or elevators (including the freight elevator). The janitorial services provided by Lessor will be consistent with such services as provided in comparable Class A office buildings located in the general downtown area in which the Property is located.

Lessor covenants that the costs for after-hours use of HVAC throughout the Term shall be at the actual cost for the HVAC for the floors of the Property so serviced (regardless of the number of floors turned on), subject only to actual increases in electricity utility costs.

In the event that any of the utility services listed in this Paragraph shall not be available for a period of three (3) or more consecutive business days and the unavailability of same substantially prevents Lessee from being able to conduct its business operations in the ordinary course, then Rent shall be abated commensurate with the disruption of use of Property until the day following the date such services shall be restored.

12. OFAC REPRESENTATION. For purposes hereof, "List" shall mean the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, and "OFAC" shall mean the Office of Foreign Assets Control, Department of the Treasury. Each party represents and warrants to the other that (i) each Person owning a 10% or greater interest in such party is (A) not currently identified on the List, and (B) is not a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States and (ii) each party has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. Each party shall comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect and shall use reasonable efforts to notify the other in writing if any of the forgoing representations, warranties or covenants are no longer true or have been breached or if such party has a reasonable basis to believe that they may no longer be true or have been breached. In addition, at the request of a party, the other party shall provide such information as may be requested by the requesting to determine the other party's compliance with the terms hereof.

13. OTHER PROVISIONS. In the event of any inconsistency between the terms and provisions of the Lease and the terms set forth in this Schedule 5, the terms set forth in this Schedule 5 shall control. Except as modified by this Schedule 5, the terms of the Lease are hereby ratified and affirmed.

SCHEDULE 8.2

Lessee Capital Repair Items

225 W Randolph, Chicago, IL
Future Capital Replacement Items
As of 6/2007

Brief Description	Cost	Anticipated Year(s) of Completion
TO BE COMPLETED DURING PURCHASE AGREEMENT INSPECTION PERIOD		

SCHEDULE 9.1

Insurance Requirements

(a) Lessee covenants and agrees that it will at all times keep in full force and effect the following insurance coverage:

(i) **Liability**. A broad form commercial general liability insurance policy (unamended), including but not limited to premises, operations, automobile liability (which may be carried by separate policy) and products liability, personal injury liability, contractual liability, and property damage liability coverage at the Property and the business conducted by Lessee thereon. The policy shall provide coverage limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for any single occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate per occurrence. The commercial general liability policy shall also include a commercial excess or umbrella liability of Fifty Million Dollars (\$50,000,000) pre occurrence and in the aggregate and shall name Lessor and Lender as additional insureds, as their interest may appear. Lessor may reasonably require other types of general liability insurance based upon (a) the loss history at the Property and (b) industry standards and taking into account Lessee's (or its parent's, if applicable) insurance program (including other types of coverage being obtained in similar transactions).

(ii) **Property**. Comprehensive all risk ("Special Form") property insurance providing for full-replacement cost coverage, without deduction for depreciation, against physical loss or damage by fire, lightning and other risks and supplementary perils from time to time included under all risk policies, with standard and extended coverage or all risk endorsement, including without limitation, vandalism and malicious mischief (with agreed amount endorsements) and terrorist acts (to the extent available at commercially reasonable rates), covering all buildings and other facilities and improvements constructed on the Property and all tenant finish and leasehold improvements and fixtures. This policy shall name Lessor and Lender as loss payees as their interest may appear. To the extent commercially available, such policy shall contain a deductible of not more than one percent (1%) of the replacement cost of the Improvements, excluding footings and foundation, as reasonably evidenced to Lessor and Lender upon request of Lessor. Lessee shall be responsible for all deductibles.

(iii) **Workers' Compensation**. Workers' compensation or other such insurance in accordance with applicable state law requirements covering all of Lessee's employees.

(iv) **Rent Interruption**. Must be in an amount equal to twelve (12) months of anticipated gross income, including rental value and for vacant space. The policy must contain an extended period of indemnity endorsement which provides that after the loss to the Improvements and personal property has been repaired, the continued loss of income will be insured until the earlier of such time that such income returns to the same level it was prior to the loss or the expiration of six (6) months from the date of restoration.

(v) Ordinance and Law. Required, to the extent available on commercially reasonable terms, if the Property is non-conforming or non-complying for: (A) diminution of value caused by the enforcement of current building codes and zoning laws (coverage A) in an amount not less than 100% of the full replacement cost of the improvements; (B) demolition and removal costs of the undamaged portions of the structure in an amount not less than 10% of the full replacement cost of the improvements (coverage B); and (C) the increased cost of repair or reconstruction in an amount not less than 25% of the full replacement cost of the improvement (coverage C).

(vi) Comprehensive Boiler & Machinery. Required if a steam boiler or other pressure vessel is present (including miscellaneous electrical apparatus, refrigeration and air conditioning systems), in an amount equal to at least 50% of the value thereof.

(vii) Flood Insurance. If the Property is located in a federally designated flood zone A or V and flood insurance has been made available under the National Flood Insurance Act of 1968, in an amount equal to the lesser of the outstanding principal balance of the loan or the maximum coverage available, or such amount as Lender may require.

(viii) Earthquake Insurance. If the Property is in a high-risk seismic area denoted as Zones 3 and 4 under the Uniform Building Code (UBC), appropriate earthquake insurance coverage.

(c) Property and casualty insurance carriers must be fully licensed or qualified to do business in the applicable jurisdictions and should be rated "A-" or better for claims paying ability by one or more major rating agencies which rate the carrier (Moody's, S&P or Fitch); provided that Lessee's insurance policies may be provided by a captive insurance company which is not so rated.

(d) Certificates of all insurance required to be maintained by Lessee hereunder will be delivered to Lessor and Lender upon or within ten (10) Business Days after execution of this Lease, and, upon any renewals or extensions of said policies, certificates of insurance shall be delivered to Lessor and Lender at least ten (10) days prior to the expiration or termination of such policies. Within thirty (30) days after request of Lessor or Lender, Lessee shall provide certified copies of those portions of any policy requested covering all aspects of how a claim can or may be made under such policy. In the alternative, Lessee may provide a certificate from its insurance broker setting forth all of the foregoing, in form and substance reasonably satisfactory to Lessor and Lender. All liability and property damage policies will contain the following provisions:

(i) The company writing such policy will agree to give the insured and additionally named insured parties or loss payees not less than thirty (30) days notice in writing prior to any cancellation, reduction or material modification of such insurance;

(ii) Lessor and Lender shall be named as additional insured or loss payees, as their interests may appear, for each insurance policy (other than workers' compensation)

required to be maintained by Lessee, with all proceeds under any policy in paragraphs (a)(i) and (ii) to be paid in accordance with the provisions of the Lease.

(e) Any insurance required by the Lease (other than the coverage identified in paragraph (a)(iii) above) may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by the insuring party insuring the combined operations at the Property with other premises leased or owned by Lessee, so long as the insured party and the additional insureds required hereunder are named under such policies as their interest may appear with coverage at least as good as required herein.

(f) Additional general requirements include the following:

- Insurance policies should contain the standard New York mortgagee non-contribution clause that shall provide for at least 30 days written notice to any mortgagee of any cancellation, reduction in amount or change in coverage of policy.
- Lender should be an Additional Insured on all liability (casualty) insurance.
- All policies must contain a Waiver of Subrogation in favor of the Lender.
- Lender must receive confirmation that premiums have been paid.
- Must maintain full coverage throughout the term of the Lease.
- The maximum deductibles shall be no greater than 1% of the replacement coverage amount, unless a higher amount is required by law.

(g) Except to the extent otherwise provided in the Lease, the parties hereto release each other, and their respective representatives, agents, contractors and employees from any claims for damage to the Property, the Improvements and/or Lessee's Equipment and Personalty that are caused by or result from risks insured against under any property insurance policies carried by the parties (or which should have been carried by the parties pursuant to the terms hereof); provided, however, that the foregoing shall not impair any claim against Lessee in its capacity as self-insurer. Each party shall cause each property insurance policy obtained by it (recognizing that Lessor may not in fact obtain any insurance) to provide that the insurance company waives in writing all right of recovery by way of subrogation against the other party in connection with any damage covered by such policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against (or to be insured against) under any property insurance policy required by the Lease except to the extent set forth in the first sentence of this paragraph (g).

EXHIBIT A

Legal Description of Land

Common Street Address: 225 W. Randolph Street

Parcel No. 1: [To be provided per title commitment]

EXHIBIT B

[DELETED]

EXHIBIT C

Form of Estoppel Agreement

_____ , the _____ of [Lessee][Lessor] hereby certifies that as of _____ (the “**Certification Date**”), the following is true and correct:

(a) the Lease dated as of _____ , 2007 is unmodified and in force and effect [(or if there have been modifications, that the Lease is in force and effect as modified, and identifying the modification agreements)];

(b) the date to which Base Rent has been paid is _____ , _____;

(c) there is no default by Lessee in the payment of Base Rent or any other Rent payable to Lessor hereunder, and there is no other existing default by either party with respect to which a notice of default or notice of termination (by Lessor) has been served, [and, if there is any such default, specifying the nature and extent thereof], and, to the actual knowledge of [the Director of Transactions, on behalf of Lessee] [_____ on behalf of Lessor], there are no acts under the Lease that have occurred that would constitute a Lease Event of Default with notice, and the passage of time;

(d) to the knowledge of the signer, there are no setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

(e) the term of the Lease and the payment of rent commenced on _____ , 2007, and is scheduled to expire on _____ , 20__ , unless renewed or terminated in accordance with the terms of the Lease.

(f) [Lessee][Lessor] is not the subject of any filing for bankruptcy or reorganization under any applicable law.

[LESSOR/LESSEE]

By: _____

Name:

Title:

EXHIBIT D

Form of Subordination, Nondisturbance and Attornment Agreement

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the ____ day _____, 2007, by and between _____, having an address at _____, ("Lender") and AT&T SERVICES, INC., a Delaware corporation, having an address at 225 W. Randolph Street, 13th Floor, Chicago, Illinois, 60606 ("Tenant").

RECITALS:

A. Tenant is the holder of a leasehold estate in all of a portion of the property known as _____ located at _____, as more particularly described on Schedule A (the "Property") under and pursuant to the provisions of a certain lease dated _____, 2007 between _____, as landlord ("Landlord") and Tenant, as tenant (as amended through the date hereof, the "Lease");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord, or its successor in interest, in favor of Lender; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that no such modification, consolidation, replacement or extension shall reduce Tenant's rights or increase Tenant's obligations under the Lease; and provided further that the Security Instrument and any modifications, consolidations, replacements or extensions thereof shall be subject to the terms of this Agreement.

2. Nondisturbance. So long as no Lease Event of Default (as defined in the Lease) shall have occurred and be continuing, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "Acquiring Party"), that Tenant's possession of the premises as described in the Lease and Tenant's rights under the Lease, will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure or otherwise. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

Upon a foreclosure, Lender or such Acquiring Party shall perform all obligations and covenants of Landlord under the Lease accruing from and after Lender or such Acquiring Party takes title to the Property.

3. Attornment. Following notice of any foreclosure and of the identity and address of an Acquiring Party, if any, Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the reasonable request of the Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be:

(a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature, including without limitation, with respect to the maintenance or repair of the demised premises or the Property under Section 8.2 and Article 12 of the Lease); provided, however, that Lender or any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property; and provided further, however, that the foregoing shall not affect Tenant's continuing set-off rights set forth in the Lease; or

(b) except as set forth in clause (a), above, liable for any failure of any prior landlord to construct any improvements;

(c) except as set forth in clause (a) above, subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; or

(d) bound by any Base Rent which Tenant might have paid for more than one (1) month in advance to any prior landlord; or

(e) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property and the Lease; or

(f) liable or responsible for or with respect to the retention, application and or/return to the Tenant of any security deposit paid to Borrower or any prior Landlord, unless and until Lender or such Acquiring Party has actually received for its own account as landlord the full amount of such security deposit.

Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due to Landlord thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due to Landlord under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due and payable to Landlord under the Lease directly to Lender or as otherwise directed in writing by Lender (but all

payments shall be made to the same place), and such payment shall be deemed to satisfy Tenant's obligation therefor under the Lease and Tenant shall have no obligation or responsibility for the proper application thereof by Lender or any other person. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand. Landlord hereby indemnifies and agrees to defend and hold Tenant harmless from and against any and all expenses, loss, claims, damage or liability arising out of Tenant's compliance with such notice or performance of the obligations under the Lease by the Tenant made in good faith in reliance on and pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provisions hereof.

6. Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default is curable but cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default and shall complete such cure within one hundred and eighty days (180) in the aggregate from Lender's receipt of such notice to cure.

7. Lender Consents. Lender has reviewed and agrees, for itself and, after foreclosure, for any other Acquiring Party, to be bound by all the provisions of the Lease, subject to the provisions of Section 4 hereof.

8. Notices. All notices or other communications hereunder shall be in writing and shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

if to Tenant:
to the attention of: AT&T Services, Inc.
225 W. Randolph St., 13th Floor
Chicago, Illinois 60606
Attn: Regional Manager Midwest/East
Fax: (312) 814-7361

and to:

AT&T Services
175 East Houston Street
Room 4.A.40
San Antonio, Texas 78205
Attn: General Attorney: Real Estate
Fax: (210) 351-2782

and

if to Lender: _____
to the attention of: _____

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

9. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the permitted successors, assigns, heirs and legal representatives of the respective parties. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different than the Landlord named in the Recitals.

10. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

By: _____

Name:

Authorized Signatory

STATE OF _____)

)

COUNTY OF _____)

I, the undersigned, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of _____, a _____ corporation and that he/she as its _____, being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.

WITNESS my hand and official seal, this ___ day of _____, 2007.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

TENANT:

AT&T Services, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

I, the undersigned, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of AT&T Services, Inc., a Delaware corporation and that he/she as its _____, being duly authorized to do so, executed the foregoing instrument on behalf of AT&T Services, Inc. by authority of its Board of Directors as the free act and deed of the corporation.

WITNESS my hand and official seal, this ___ day of _____, 2007.

Notary Public

My commission expires:

[NOTARIAL SEAL]

The undersigned as the Landlord named in the Recitals or as successor thereto hereby accepts and agrees to be bound by the provisions of Paragraph 5 hereof.

LESSOR:

By: _____

Name: _____

Title: _____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of _____ and that he/she as its _____, being duly authorized to do so, executed the foregoing instrument on behalf of _____.

WITNESS my hand and official seal, this ____ day of _____, 200____.

Notary Public

My commission expires: _____
[NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY:

[to be inserted]

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