

# OFFICE LEASE

Date of Lease	Lease Begin	Lease Ends	Monthly Rent	Indemnification Deposit
08/11/06	09/01/06	08/31/11	\$ 2,650.00	\$ 8,500.00

## T E N A N T :

- XYZ Corporation
- 1548 Bond St., Suite 106
- Naperville, IL 60563

## L A N D L O R D :

- DynaCom Management, Inc.
- 1548 Bond St., Suite 106
- Naperville, IL 60563
- Phone: (630) 355-2000

The following schedule (the "Schedule") sets forth-certain basic terms of this Lease:

1. Premises: **1548 Bond St., Suite 106  
Naperville, IL 60563**
2. Annual Base Rent: **\$31,800.00**
3. Monthly Base Rent: **\$ 2,650.00**
4. Tenant's Electricity Proportionate Share: **100%**
5. Base Expenses or Base Expense Year:
6. Base Taxes or Base Tax Year:
7. CPI Factor: **N/A**
8. Tenant's Gas Share: **100%**
9. Indemnification Deposit: **\$ 8,500.00**
10. Broker:
11. Commencement Date: **09/01/04**
12. Expiration Date: **08/31/09**
13. Guarantor: **Mr. John Doe**
14. Tenant's Water & Sewer Share: **N/A**

## ***1. DEMISE AND TERM***

This Lease is made on 8/11/2004 between the above named parties for space in the Building known as or located at 1548 Bond St., Naperville, IL 60563 (such Building, together with the land upon which it is situated, being herein referred to as the "Building"). Landlord leases to Tenant and Tenant leases from Landlord the premises (the "Premises") described in Item 1 of the Schedule and shown on the plan, if any, attached hereto, subject to the covenants and the conditions set forth in this Lease, for a term (the "Term") commencing on the date (the "Commencement Date") described in Item 11 of the Schedule and expiring on the date (the "Expiration Date") described in Item 12 of the Schedule, unless terminated earlier as otherwise provided in this Lease.

## ***2. RENT***

A. Definitions. For the purposes of this Lease, the following terms shall have the following meanings:

- (i) "Base Expenses" or "Base Expense Year" shall mean the amount or the year set forth in Item 5 of the Schedule.
- (ii) "Base Taxes" or "Base Tax Year" shall mean the amount or the year set forth in Item 6 of the Schedule.
- (iii) "CPI Base Month" shall mean the month set forth in Item 8 of the Schedule.
- (iv) "CPI Factor" shall mean the decimal equivalent of the percentage set forth in Item 7 of the Schedule.
- (v) "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W), All Items, Chicago-Gary-Lake County (IL-IN-WI) (1982-1984 equals 100) of the United States Department of Labor Bureau of Labor Statistics. If such index is no longer published at any time, the Consumer Price Index shall mean a comparable index selected by Landlord.
- (vi) "Expenses" shall mean all expenses, costs and disbursements (other than Taxes) paid or incurred by the Landlord in connection with the ownership, management, maintenance, operation, replacement and repair of the Building. Expenses shall not include: (a) costs of tenant alterations; (b) costs of capital improvements (except for costs of any capital improvements made or installed for the purpose of reducing Expenses of made or installed pursuant to governmental requirement or insurance requirement, which costs shall be amortized by Landlord in accordance with sound accounting and management

principles); (c) interest and principal payments on mortgages (except interest on the cost of any capital improvements for which amortization may be included in the definition of Expenses.) or any rental payments on any ground leases (except for rental payments which constitute reimbursement for Taxes and Expenses); (d) advertising expenses and leasing commissions; (e) any cost or expenditure for which Landlord is reimbursed, whether by insurance proceeds or otherwise, except through Adjustment Rent (herein defined); (f) the cost of any kind of service furnished to any other tenant in the Building which the Landlord does not generally make available to all tenants in the Building; (g) legal expenses of negotiating leases; (h) salaries and fringe benefits of employees above the grade of the Building manager. Expenses shall be determined on a cash or accrual basis, as Landlord may elect.

(vii) "Rent" shall mean Base Rent, Adjustment Rent, Index Rent and any other sums or charges due by Tenant hereunder.

(viii) "Taxes" shall mean all taxes, assessments and fees levied upon the Building, the property of Landlord located therein or the rents collected therefrom, by any governmental entity based upon the ownership, leasing, renting or operation of the Building, including all costs and expenses of protesting any such taxes, assessments or fees. Taxes shall not include any net income, capital stock, succession, transfer, franchise, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity, in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. For the purpose of determining Taxes for any given year, the amount to be included for such year (a) from special assessments payable in installments shall be the amount of the installments (and any interest) due and payable during such year, and (b) from all other Taxes shall at Landlord's election either be the amount accrued, assessed or otherwise imposed for such year or the amount due and payable in such year.

(ix) "Tenant's Proportionate Share" shall mean the percentage set forth in Item 4 of the Schedule, which has been determined by dividing the rentable square feet in the Premises by the rentable square feet in the Building.

**B. Components of Rent.** Tenant agrees to pay the following amounts to Landlord at the office of the Building or at such other place as Landlord designates:

(i) Base rent ("Base Rent") to be paid in monthly installments in the amount set forth in Item 3 of the Schedule in advance on or before the first day of each month of the Term, except that Tenant shall pay the first month's Base Rent upon execution of this Lease.

(ii) Adjustment rent ("Adjustment Rent") in an amount equal to Tenant's Proportionate Share of (a) the increase in Expenses for any calendar year over the Base Expenses and (b) the increase in Taxes for any calendar year over the Base Taxes. (If the Schedule sets forth a Base Expense Year and a Base Tax Year rather than Base Expenses and Base Taxes, the Base Expenses and the Base Taxes shall equal the amount of Expenses and Taxes, respectively, for the Base Expense Year and the Base Tax Year.) Prior to each calendar year, Landlord shall estimate the amount of Adjustment Rent due for such year, and Tenant shall pay Landlord one-twelfth of such estimate on the first day of each month during such year. Such estimate may be revised by Landlord whenever it obtains information relevant to making such estimate more accurate. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the actual Expenses and Taxes for such calendar year and a statement of the amount of Adjustment Rent that Tenant has paid and is payable for such year. Within thirty days after receipt of such report, Tenant shall pay to Landlord the amount of Adjustment Rent due for such calendar year minus any payments of Adjustment Rent made by Tenant for such year. If Tenant's estimated payments of Adjustment Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the Term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant.

(iii) Index rent ("Index Rent") in an amount each calendar year equal to the product of (a) the annual Base Rent, multiplied by (b) the CPI factor, multiplied by (c) the decimal equivalent of the percentage increase in the Consumer Price Index between the CPI Base month and the last month of such year. Prior to each calendar year, Landlord shall estimate the amount of Index Rent due for such year, and Tenant shall pay Landlord one-twelfth of such estimate on the first day of each month of such year. After the end of each calendar year, Landlord shall deliver to Tenant a report setting forth the Consumer Price Index for the last month of such calendar year and the amount of Index Rent that Tenant has paid and is payable for such year. Within thirty days after the receipt of such report, Tenant shall pay to Landlord the amount of Index Rent due for such calendar year, minus any payments of Index Rent made by Tenant for such year. If Tenant's estimated payments of Index Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term has already expired, provided Tenant is not then in default hereunder, in either case without interest to Tenant.

C. Payment of Rent. The following provisions shall govern the payment of Rent: (i) if this Lease commences or ends on a day other than the first day or last day of a calendar year, respectively, the Rent for the year in which this Lease so begins or ends shall be prorated and the monthly installments shall be adjusted accordingly; (ii) all Rent shall be paid to Landlord without offset or deduction, and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) if during all or any portion of any year the Building is not fully rented and occupied, Landlord may elect to make an appropriate adjustment of expenses and/or taxes for such year to determine the Expenses that would have been paid or incurred by Landlord had the Building been fully rented and occupied for the entire year and the amount so determined shall be deemed to have been the Expenses and/or Taxes for such year; (iv) any sum due from Tenant to Landlord which is not paid when due shall bear interest from the date due until the date paid at the annual rate of two percentage points above the rate then most recently announced by The Bank One as its corporate base lending rate, from time to time in effect, but in no event higher than the maximum rate permitted by law (the "Default Rate"); and, in addition, Tenant shall pay Landlord a late charge for any Rent Payment which is paid more than 5 days after its due date equal to 5 percent of such payment. Tenant shall also pay \$35 plus any applicable late charges to Landlord for any NSF checks; (v) if changes are made to this Lease or the Building changing the number of square feet contained in the Premises or in the Building, Landlord shall make an appropriate adjustment to Tenant's Proportionate Share; (vi) Tenant shall have the right to inspect Landlord's accounting records relative to Expenses and Taxes during normal business hours at any time within thirty days following the furnishing to Tenant of the annual statement of Rent Adjustment; and, unless Tenant shall take written exception to any item in any such statement within such thirty day period, such statement shall be considered as final and accepted by Tenant; (vii) in the event of the termination of this Lease prior to the determination of any Adjustment Rent or Index Rent, Tenant's agreement to pay any such sums and Landlord's obligation to refund any such sums (provided Tenant is not in default hereunder) shall survive the termination of this Lease; (viii) no adjustment to the Rent by virtue of the operation of the rent adjustment provisions in this Lease shall result in the payment by the Tenant in any year of less than the Base Rent shown on the Schedule; (ix) Landlord may at any time change the fiscal year of the Building; (x) each amount owed to Landlord under this Lease for which the date of Payment is not expressly fixed shall be due on the same date as the Rent listed on the statement showing such amount is due; and (xi) if Landlord fails to give Tenant an estimate of Adjustment Rent or Index Rent prior to the beginning of any calendar year, Tenant shall continue to pay Adjustment Rent or Index Rent, as the case may be, at the rate for the previous calendar year until Landlord delivers such estimate.

### **3. USE**

Tenant agrees that it shall occupy and use the Premises only as business offices and for no other purposes. Tenant shall comply with all federal, state and municipal laws, ordinances and regulations and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises. Without limiting the foregoing, Tenant shall not cause, nor permit, any hazardous or toxic substances to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental laws. Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which is not within the permitted use of the Premises, which will in any way increase the existing rate of or affect any fire or other insurance policy upon the Building or any of its covenants, or cause a cancellation of any insurance policy covering said Building or any part thereof or any of its contents.

### **4. CONDITION OF PREMISES**

Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building (or to provide Tenant with any credit or allowance for the same), and no representation regarding the condition of the Premises or the Building, have been made by or on the behalf of Landlord or relied upon by Tenant, except as stated herein or in a separate work letter, if any, executed by Landlord and Tenant.

### **5. BUILDING SERVICES**

A. Basic Services. Landlord shall furnish the following services: (i) heating and air conditioning to provide a temperature condition required, in Landlord's judgment, for a comfortable occupancy of the Premises under normal business operations, daily from 8:00 A.M. to 6:00 P.M. Saturday, Sundays and holidays excepted (Tenant will be charged \$35.00 per hour for any heating and air conditioning service beyond the above mentioned business hours) ;(ii) water for drinking, and, subject to Landlord's approval, water at Tenant's expense for any private rest rooms and office kitchen requested by Tenant; (iii) men's

and women's rest rooms at locations designated by Landlord, in common areas with other tenants of the Building; (iv) daily janitorial service in common areas of the Building, weekends and holiday excepted, including periodic outside window washing of the perimeter windows in the Premises; and (v) passenger elevator service in common with Landlord and other tenants of the Building, 24 hours a day, 7 days a week.

B. Electricity. Electricity shall be distributed to the Premises either by the electric utility company serving the Building or, at Landlord's option, by Landlord; and Landlord shall permit Landlord's wire and conduits, to the extent available, suitable and safely capable, to be used for such distribution. If, and so long as Landlord is distributing electricity to the Premises, Tenant shall obtain all of its electricity from Landlord and shall pay all of Landlord's charges, which charges shall be based, at Landlord's option, either on meter readings or on a survey of Tenant's electrical usage made by Landlord or on Tenant's prorata share of all space, including the Premises, which is commonly metered with the Premises. If the electric utility company is distributing electricity to the Premises, Tenant at its cost shall make all necessary arrangements with the electricity utility company for metering and paying for electric current furnished to the Premises. All electricity used during the performance of janitor service, or the making of any alterations or repairs in the Premises, or the operation of any special air conditioning systems servicing the Premises shall be paid for by Tenant.

C. Telephones. Tenant shall arrange for the telephone service directly with the one or more of the public telephone companies servicing the Building and shall be solely responsible for paying for such telephone service. If the Landlord acquires ownership of the telephone cables in the Building at any time Landlord shall permit Tenant to connect to such cables on such terms and conditions as Landlord may prescribe. In no event does Landlord make any representation or warranty with respect to the telephone service in the Building, and Landlord shall have no liability with respect thereto.

D. Additional Services. Landlord shall not be obligated to furnish any services other than those stated above. If Landlord elects to furnish services requested by Tenant in addition to those stated above (including services at times other than those stated above), Tenant shall pay Landlord's then prevailing charges for such services. If Tenant shall fail to make such payment, Landlord may, without notice to Tenant and in addition to all other remedies available to Landlord, discontinue any additional services. No discontinuance of any such service shall result in any liability of Landlord to Tenant or be considered as an eviction or a disturbance of Tenant's use of the Premises. In addition, if Tenant's concentration of personnel or equipment adversely affects the temperature or humidity in the Premises or the Building, Landlord may install supplementary air conditioning units in the Premises; and Tenant shall pay for the cost of installation and maintenance thereof.

E. Failure or Delay in the Furnishing Services. Tenant agrees that Landlord shall not be liable for damages for failure or delay in furnishing any service stated above if such failure or delay is caused, in whole or in part, by any one or more of the events stated in Section 27(j) below, nor shall any such failure or delay be considered to be an eviction or disturbance of Tenant's use of the Premises, or relieve Tenant from its obligation to pay any Rent when due or from any other obligations of Tenant under this Lease.

## **6. RULES AND REGULATIONS**

Tenant shall observe and comply, and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply, with the rules and regulations listed on Exhibit A attached hereto and with some reasonable modifications and additions thereto as Landlord may make from time to time. Landlord shall not be liable for failure of any such person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any such person, and the failure of the Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith.

## **7. CERTAIN RIGHTS RESERVED TO LANDLORD**

Landlord reserves the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim: (a) to change the name or the street address of the Building or the suite number of the Premises; (b) to install, affix and maintain any and all signs on the exterior or interior of the Building; (c) to make repairs, decorations, alterations, additions, or improvements, whether structural or otherwise, in and about the Building, and for such purposes to enter upon the Premises, temporarily close the doors, corridors and other areas in the Building and interrupt or temporarily suspend services or use of common areas, and the Tenant agrees to pay Landlord for the overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (f) to show or inspect the Premises at reasonable times and, if vacated or

abandoned, to prepare the Premises for re-occupancy; (g) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts servicing the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; (h) to designate the character, shape, color, material and make of all window coverings and treatments on all outside windows in the Premises; (i) to enter the Premises at reasonable hours for reasonable purposes, including inspection and supplying services to be provided to Tenant hereunder; (j) to control and prevent access to common areas and other non-general areas; (k) From time to time to make and adopt such reasonable rules and regulations, in addition to other then or by way of amendment or modification of the rules and regulations contained in Exhibit A attached to this Lease or other Sections of this Lease, for the use, entry, operation and management of the Premises, Building and Common Areas and for the protection and welfare off the Building and its tenants and occupants, as the Landlord may determine, and the Tenant agrees to abide by all such rules and regulations; and (l) to take any other action which the Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building

## **8. MAINTENANCE AND REPAIRS**

Tenant, at its expense, shall maintain and keep the Premises in good order and repair at all times during the Term. In addition, Tenant shall reimburse Landlord for the cost of any repairs to the Building necessitated by the acts or omissions of Tenant, its subtenants, assignees, invitees, employees, contractors and agents, to the extent Landlord is not reimbursed for such costs under its insurance policies. Subject to the preceding sentence, Landlord shall perform any maintenance or make any repairs to the Building as landlord shall desire or deem necessary for the safety, operation or preservation of the Building, or as the Landlord may be required or requested to do so by the local government authorities or by the order or decree of any court or by any other proper authority.

## **9. ALTERATIONS**

A. Requirements. Tenant shall not make any replacement, alteration, improvement or addition to or removal from the Premises (collectively an "alteration") without the prior written consent of Landlord. In the event Tenant proposes to make any alteration, Tenant shall, prior to commencing such alteration, submit to the Landlord for prior written approval: (i) detailed plans and specifications; (ii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord and any other parties designated by Landlord as additional insurers; and (v) all other documents and information as Landlord may reasonably request in connection with such alteration. Neither approval of the plans and specification nor supervision of the alteration by landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of the alteration and, if requested by the Landlord, shall deposit with the Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workman like manner, in accordance with the plans and specifications approved by the Landlord and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements. Each alteration shall be performed by union contractors if required by Landlord and in harmony with Landlord's employees, contractors and other tenants. Each alteration whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, equipment and trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant provided, however, that Landlord should have the right to require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 15 of this Lease.

B. Liens. Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn owner's and contractor's statements and full and final waivers of lien covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's lien to be filed against the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed by or on behalf of Tenant. If any such lien is filed, Tenant shall within ten days thereafter have each lien released of record or delivered to Landlord a bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If the Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord without investigating the validity of such lien, may pay or discharge the same, and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

## **10. INSURANCE**

Tenant at its expense, shall maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Tenant's expense, and all other property owned or used by a Tenant and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Landlord from time to time but in any event not less than \$2,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Landlord may from time to time require. The form of all such policies and deductibles thereunder shall be subject to Landlord's prior approval. All such policies shall be issued by insurers acceptable to Landlord and licensed to do business in the state of Illinois and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies shall name Landlord and any other parties designated by Landlord as additional insurers, shall require at least thirty day's prior written notice to Landlord of termination or modification and shall be primary and not contributory. Tenant shall, at least ten days prior to the Commencement Date, and within ten days prior to the expiration of such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

## **11. WAIVER AND INDEMNITY**

A. Waiver. Tenant releases Landlord, Landlord's beneficiaries and their respective agents and employees from, and waives all claims for, damage or injury to person or property and loss of business sustained by Tenant and resulting from the Building or the Premises or any part thereof or any equipment therein becoming in disrepair, or resulting from any accident in or about the Building. This paragraph shall apply particularly, but not exclusively, to flooding, damage caused by Building equipment and apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas odors, excessive noise or vibration or the bursting or leaking of pipes, plumbing fixtures or sprinkler devices. Without limiting the generality of the foregoing, Tenant waives all claims and rights of recovery against the Landlord, Landlord's beneficiaries and their respective agents and employees for any loss or damage to any property of Tenant, which loss or damage is insured against, or required to be insured against, by Tenant pursuant to Section 10 above, whether or not such loss or damage is due to the fault or negligence of Landlord or such beneficiaries, agents or employees, and regardless of the amount of insurance proceeds collected under any insurance policies in effect.

B. Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord, Landlord's beneficiaries and their respective agents and employees, from and against any and all claims, demands, actions, liabilities, damages, costs and expenses (including attorney's fees), for injuries to any persons and damage to or theft or misappropriation or loss of property occurring in or about the Building and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises (including without limitation, any alteration by Tenant) or from any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed under this Lease or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. Without limiting the foregoing, Tenant shall indemnify, defend and hold Landlord harmless from any claims, liabilities, damages, arising from the use or storage of hazardous or toxic materials in the Building by Tenant. If any such proceeding is filed against Landlord or any such indemnified party, Tenant agrees to defend Landlord or such party in such proceedings at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord, if requested by Landlord.

## **12. FIRE AND CAUSALITY**

If all or a substantial part of the Premises or the Building is rendered un-tenantable by reason of fire or other casualty Landlord may, at its option, either restore the Premises and the Building, or terminate this Lease effective as the date of such fire or other causality. Landlord agrees to give Tenant written notice within sixty days after the occurrence of any such fire or other casualty designating whether Landlord elects to restore or terminate this Lease. If Landlord elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other causality. If Landlord elects to restore, Landlord's obligation to restore the Premises shall be limited to restoring those improvements in the Premises existing as of the date of such fire or other causality which were made at the Landlord's expense and shall exclude any furniture, equipment, fixtures, additions, alterations or improvements in or to the Premises which were made at Tenant's expense. If Landlord elects to restore, Rent shall abate for that part of the Premises which is un-tenantable on a per diem basis from the date of such

fire or other causality until Landlord has substantially completed its repair and restoration work, provided that Tenant does not occupy such part of the Premises during said period.

### **13. CONDEMNATION**

If the Premises of the Building is rendered un-tenantable by reason of condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation. If such condemnation does not render the Premises or the Building un-tenantable, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, Landlord shall not be required to expend an amount in excess of the Proceeds received by Landlord from the condemning authority. Landlord reserves all rights to compensation for any condemnation. Tenant hereby assigns to Landlord any right Tenant may have to such compensation, and Tenant shall make no claim against Landlord or the condemning authority for compensation for termination of Tenant's leasehold interest under this Lease or interference with Tenant's business.

### **14. ASSIGNMENT AND SUBLETTING**

A. Landlord's Consent. Tenant shall not, without the prior written consent of Landlord:(i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of the law; or (ii) permit the use of the Premises by any person other than Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Landlord shall be void and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant from any covenant or obligation under this Lease. Landlord may require as a condition to its consent to any assignment of this Lease that the assignee execute an instrument in which such assignee assumes the obligations of Tenant hereunder. For the purposes of this paragraph, the transfer (whether direct or indirect) of all or a majority of the capital stock in a corporate Tenant (other than the shares of the capital stock of a corporate Tenant whose stock is publicly traded) or the merger, consolidation or reorganization of such Tenant and the transfer of all or any general partnership interest in any partnership shall be considered a transfer.

B. Standards for Consent. If Tenant desires the consent of Landlord to a transfer, Tenant shall submit to Landlord, at least sixty days prior to the proposed effective date of the Transfer, a written notice that includes such information as Landlord may reasonably require about the proposed Transfer and the transferee. If Landlord does not terminate this Lease, in whole or in part, pursuant to Section 14C, Landlord shall not unreasonably withhold its consent to any assignment or sublease. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by the Landlord in leasing the Building; (ii) the financial condition of the transferee is such that it may not be able to perform its obligations in connection with this Lease; (iii) the purpose for which the transferee intends to use the Premises or portion thereof is in violation of the terms of this Lease or the Lease of any other tenant in the Building; (iv) the transferee is a tenant of the Building; or (v) any other bases which the Landlord reasonably deems appropriate. If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefore shall be to seek specific performance of Landlord's obligation to consent to such Transfer.

C. Recapture. Landlord shall have the right to terminate this Lease as to that portion of the Premises covered by a Transfer. Landlord may exercise such right to terminate by giving notice to Tenant at any time within thirty days after the date on which Tenant has furnished to Landlord all of the items required under Section 14B above. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the premise (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) sixty-days after the date of Landlord's notice of termination. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into a Lease with the proposed transferee without incurring any liability to Tenant on account thereof. If Landlord consents to any Transfer, Tenant shall pay to Landlord all rent and other consideration received by Tenant in excess of the Rent paid by Tenant hereunder for the portion of the Premises so transferred. Such rent shall be paid as and when received by Tenant. In addition, Tenant shall pay to Landlord any attorney's fees and expenses incurred by Landlord in connection with any proposed Transfer, whether or not Landlord consents to such Transfer.

## **15. SURRENDER**

Upon termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and damage by fire or other causality excepted. If Landlord requires Tenant to remove any alterations pursuant to Section 9, then such removal shall be done in a good and workmanlike manner; and upon such removal Tenant shall restore the Premises to its condition prior to the installation of such alterations. If Tenant does not remove such alterations after request to do so by Landlord, Landlord may remove the same and restore the Premises; and Tenant shall pay the cost of such removal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items, Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant; or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense without notice to Tenant and without obligation to compensate Tenant.

## **16. DEFAULTS AND REMEDIES**

A. Default. The occurrence of any of the following shall constitute a default (a "Default") by Tenant under this Lease: (i) Tenant fails to pay any Rent when due and such failure is not cured within five days after notice from Landlord (which notice may be in the form of a landlord statutory five-day notice); (ii) Tenant fails to perform any other provision of this Lease and such failure is not cured within thirty days (or immediately if the failure involves a hazardous condition) after notice from Landlord; (iii) the leasehold interest of Tenant is levied upon or attached under process of law; (iv) Tenant or any guarantor of this Lease dies or dissolves; (v) Tenant abandons or vacates the Premises; or (vi) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within thirty days after filing; (vii) sharing any terms of this Lease in any form, orally or written, with anyone including Tenant's staff and especially with other DynaCom Tenants in any building.

B. Right of Re-Entry. Upon the occurrence of a Default, Landlord may elect to terminate this Lease or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property there from, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of the law.

C. Reletting. If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may first lease Landlord's other space available and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. Tenant shall reimburse Landlord for the costs and expenses of reletting the Premise including, but not limited to, all brokerage, advertising, legal, alteration, and other expenses incurred to secure a new tenant for the Premises. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Premises, which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the Rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

D. Termination of Lease. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which Landlord's estimate of the aggregate amount of Rent owing from the date of such termination through the Expiration Date plus Landlord's estimate of the aggregate expenses of reletting the Premises, exceeds Landlord's estimate of the fair rental value of the Premises for the same period (after deducting from such fair rental value the time needed to relet the Premises and the amount of concessions which would normally be given to a new tenant) both discounted to present value at a rate of five percent per annum.

E. Other Remedies. Landlord may but shall not be obligated to perform any obligation of Tenant under this Lease; and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand. Any and all other remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

F. Bankruptcy. If Tenant becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee shall comply with all requirements of the United States Bankruptcy Code; and Landlord expressly reserves all of its rights, claims and remedies thereunder.

G. Waiver of Trial by Jury. Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

H. Venue. If either Landlord or Tenant desires to bring an action against the other in connection with this Lease, such action shall be brought in the federal or state courts located in the county in which the property is located. Landlord and Tenant consent to the jurisdiction of such courts and waive any right to have such action transferred from such courts on the grounds of improper venue or inconvenient forum.

## ***17. HOLDING OVER***

If Tenant retains possession of the Premises after the expiration or termination of the Term or Tenant's right to possession of the Premises, Tenant shall pay Rent during such holding over at double the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that Tenant remains in possession. Tenant shall also pay, indemnify and defend Landlord from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. In addition, at any time while Tenant remains in possession, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one year for the fair market rental value of the Premises as reasonably determined by Landlord but in no event less than the Rent payable immediately prior to such holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

## ***18. INDEMNIFICATION DEPOSIT***

Upon execution of this Lease, Tenant shall deposit the Indemnification Deposit set forth in Item 9 of the Schedule (the "Indemnification Deposit") with the Landlord as security for the performance of Tenant's obligations under this Lease. Upon the occurrence of a Default, Landlord may use all or any part of the Indemnification Deposit for the payment of any Rent or for the payment of any amount which Landlord may pay or become obligated to pay by reason of such Default, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of such Default. If any portion of the Indemnification Deposit is used, Tenant shall within five days after written demand therefore deposit cash with Landlord in an amount sufficient to restore the Indemnification Deposit to its original amount. Landlord shall not be required to keep the Indemnification Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Indemnification Deposit. In no event shall the Indemnification Deposit be considered an advanced payment of Rent, and in no event shall Tenant be entitled to use the Indemnification Deposit for the payment of Rent. If no default by Tenant exists hereunder, the Indemnification Deposit or any balance thereof shall be returned to Tenant within thirty days after the expiration of the Term and vacation of the Premises by Tenant. Landlord shall have the right to transfer the Indemnification Deposit to any purchaser of the Building. Upon such transfer, Tenant shall look solely to such purchaser for the return of the Indemnification Deposit; and Landlord shall be relieved of any liability with respect to the Indemnification Deposit.

## ***19. SUBSTITUTION OF OTHER PREMISES***

At any time hereafter, Landlord may upon thirty days prior notice to Tenant substitute for the Premises other Premises in the Building (the "New Premises"), provided that the New Premises shall be reasonably usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the expenses of moving Tenant from the Premises to the New Premises and for improving the New Premises so that they are substantially similar to the Premises.

## ***20. ESTOPPEL CERTIFICATE***

Tenant agrees that, from time to time upon not less than ten days' prior request by Landlord, Tenant shall execute and deliver to Landlord a written certificate certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease as modified is in full force and effect); (ii) the dates to which Rent has been paid; (iii) that Tenant is in possession of the Premises, if that is the case; (iv) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (v) that Tenant has no off-

sets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any off-sets or defenses, a full and complete explanation thereof); and (vi) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by any prospective purchaser, mortgagee, or other person having or acquiring an interest in the Building. If Tenant fails to execute and deliver any such certificate within ten days after request, Tenant shall be deemed to have irrevocably appointed Landlord and Landlord's beneficiaries as Tenant's attorney's -in -fact to execute and deliver such certificate in Tenant's name.

## ***21. SUBORDINATION***

This Lease is and shall be expressly subject and subordinate at all times to (i) any ground or underlying lease of the Building, now or hereafter existing, and all amendments, renewals and modifications to any such lease; and (ii) the lien of any mortgage or trust deed now or hereafter encumbering fee title to the Building and/or the leasehold estate under any such lease. If any such mortgage or trust deed is foreclosed, or if any such lease is terminated, upon request of the mortgagee, holder or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, holder, lessor or purchaser at foreclosure to execute and deliver such subordination and/or attornment instruments as may be required by such person to conform such subordination and or attornment. If Tenant fails to execute and deliver any such instrument within ten days after request, Tenant shall be deemed to have irrevocably appointed Landlord and Landlord's beneficiaries as Tenant's attorneys-in - fact to execute and deliver such instrument in Tenant's name.

## ***22. QUIET ENJOYMENT***

As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject, however, to the provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

## ***23. BROKER***

Tenant represents to Landlord that Tenant has dealt only with the broker set forth in Item 10 of the Schedule (the "Broker") in connection with this Lease and that, insofar as Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant agrees to indemnify, defend and hold Landlord and Landlord's beneficiaries and agents harmless from and against any claims for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Lease. Landlord agrees to pay the Broker a commission in accordance with a separate agreement between Landlord and the Broker.

## ***24. NOTICES***

All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the address set forth above or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or two business days after posting in the United States mail.

## ***25. TENANT'S ADDITIONAL AFFIRMATIVE COVENANTS***

Tenant covenants, at its expense, at all times during the Lease Term and such further time as Tenant occupies the Premises or any part thereof, as follows: (a) to store all trash and refuse in adequate containers within the Premises and to maintain such containers in a healthy, safe, neat and clean condition, and to attend to the daily disposal thereof in the manner designated by Landlord; and to conform to all rules and regulations which Landlord may make in the management and use of the Building, requiring such conformance by Tenant and Tenant's employees; (b) To give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises or the Common Areas of which Tenant has knowledge.

## ***26. TENANT'S NEGATIVE COVENANTS***

Tenant covenants at all times during the Term and such further times as Tenant occupies the Premises or any part thereof: Not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor unreasonably annoy owners or occupants of neighboring property; nor burn any trash or refuse within the Building; nor sell, distribute or give away any product which tends to create a nuisance in the Common Areas; nor make use of the Premises which is improper, offensive or contrary to any law or ordinance or any regulation of any governmental authority; nor use any system for the reception of music which has not been approved by Landlord; nor load, unload or park any truck or other delivery vehicle in any area of the Building other than the area or areas designated therefore by Landlord; nor use any sidewalks, walkways, or Common Areas in the Building for the storage or disposal of trash or refuse; nor place any fence, structure, barricade, building, improvement, division rail or obstruction of any type or kind on any part of the Common Areas; nor use or permit the use of any portion of the Premises as living quarters, sleeping apartments or lodging rooms; nor do any act tending to injure the reputation of the Building.

## 27. MISCELLANEOUS

- A. Successors and Assigns. Subject to Section 14 of this Lease, each provision of its Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.
- B. Entire Agreement. This Lease, and the riders and exhibits, if any, attached hereto which and hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord had made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.
- C. Time of Essence. Time is of the essence of this Lease and each and all of its provisions.
- D. Execution and Delivery. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for fifteen days after such delivery.
- E. Severability. The invalidity or un-enforceability of any provision of this Lease shall not affect or impair any other provisions.
- F. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.
- G. Attorneys' Fees. Tenant shall pay to Landlord all costs and expenses, including reasonable attorney's fees, incurred by Landlord in enforcing this Lease or incurred by Landlord as a result of any litigation to which Landlord becomes a party as a result of this Lease.
- H. Delay in Possession. In no event shall Landlord be liable to Tenant if Landlord is unable to deliver possession of the Premises to Tenant on the Commencement Date for causes outside Landlord's reasonable control. If Landlord is unable to deliver possession of the Premises to Tenant by the Commencement Date, the Commencement Date shall be deferred until Landlord can deliver possession to Tenant, and the Expiration Date shall be deferred for an equal number of days.
- I. Joint and Several Liability. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.
- J. Force Majeure. Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to any accident, breakage, strike, shortage of materials, acts of God or other causes beyond Landlord's reasonable control.
- K. Demolition or Renovation. Landlord shall have the right to terminate this Lease without compensation to Tenant upon ninety days' prior notice to Tenant if Landlord intends to renovate or demolish the Building or a substantial part thereof.
- L. Captions. The headings and titles in this Lease are for convenience only and shall have no effect upon the construction or interpretation of this Lease.
- M. No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
- N. No Recording. Tenant shall not record this Lease or a memorandum of this Lease in any official records.

- O. Limitation of Liability. Any liability of Landlord under this Lease shall be limited solely to its interest in the Building, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.
- P. Limited Partnerships: If the Landlord herein is a limited partnership, it is understood and agreed that any claims by Tenant or Landlord shall be limited to the assets of the Limited partnership; and, furthermore, Tenant expressly waives any and all rights to any proceed against the individual partners, or the officers, directors or shareholders of any corporate partner, except to the extent of their interest in said partnership
- Q. ADA: If Tenant's use of the Premises requires that the Premises be modified to comply with the requirements of the Americans with Disabilities Act ("ADA") Tenant shall make such modifications at its expense. In addition, Tenant shall reimburse Landlord for the costs of any modifications to the Common Areas of the Building required under ADA by reason of alterations or improvements to the Premises or Tenant's use or occupancy of the Premises.
- R. Other Terms and Conditions: This Lease incorporates all the terms and conditions set forth above and the attached addendum signed by the parties and titled: EXHIBIT A, and EXHIBIT B. The terms set forth in the EXHIBITS shall supersede all the terms and conditions of this lease, which are in conflict therewith.
- S. Confidentiality of the Terms of this Lease: The Tenant agrees that it will not disclose and will hold in confidence the provisions of its lease. It shall be deemed a default under the terms of this lease if it is determined that the Tenant has communicated any of the terms of its lease to another tenant of the Landlord without the prior written consent of the Landlord.
- T. Landlord's Fiber Optics / Internet Services: The Tenant agrees that it will not offer or solicit the sale of fiber optic / Internet services to any tenant of the Landlord. The Tenant further agrees that it will not provide fiber optic services to any tenant of Landlord. It shall be deemed a default under the terms of this lease if it is determined that the Tenant has offered to provide or has provided fiber optic services to any tenant of Landlord.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

**Tenant Signature:**

**Date:**

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**Print Name:**

**Title:**

**Landlord Signature:**

**Date:**

---

**Print Name:**

**Title:**

## ***EXHIBIT - A***

### ***RULES AND REGULATIONS***

1. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.
2. Tenant shall not make any use of the Premises, which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing. Also, no curbside or building front delivery (newspaper, magazine etc.) is allowed.
4. Tenant shall not use the name of the Building in advertising or other publicity, except as the address of its business, and shall not use pictures of the Building in advertising or publicity.
5. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from inside or outside of the Building.
6. No cars shall be parked in the parking lot between 2:00AM to 5:00AM. Bicycles are not permitted in the Building.
7. Tenant shall not allow any animals, other than Seeing Eye dogs, in the Premises or the Building.
8. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.
9. Tenant shall not waste electricity or water and shall cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning and shall refrain from attempting to adjust any controls except for the thermostats within the Premises. Tenant shall keep all doors to the Premises closed.
10. Unless Tenant installs new doors to the Premises, Landlord shall furnish two sets of keys for all doors to the Premises at the commencement of the Term. Tenant must not change any existing locks nor add additional locks to existing doors. Tenant shall furnish Landlord with duplicate keys for any new locks on doors installed by Tenant. When the Lease is terminated, Tenant shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.
11. Except as otherwise provided in the Lease, Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.
12. Tenant shall not use any draperies or other window coverings instead of or in addition to the Building standard window coverings designated and approved by Landlord for exclusive use throughout the Building.
13. Landlord may require that all persons who enter or leave the Building identify themselves to watchmen, by registration or otherwise. Landlord, however, shall have no responsibility or liability for any theft, robbery or other crime in the Building. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business.
14. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machines, safes, and heavy objects. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.
15. In no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles of an intrinsically dangerous nature.
16. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment and other large articles that are to be removed from the Building, and Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of the Tenant.
17. No person or contractor, unless approved in advance by Landlord, shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.
18. Tenant shall not use the Premises for lodging, cooking (except for microwave re-heating and coffee makers) or manufacturing or selling any alcoholic beverages or for any illegal purposes. Tenant shall not drink any alcoholic beverages in the public areas of the building as well as in their suite.
19. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
20. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.

21. Tenant shall not loiter, eat, drink, sit or lie in the lobby or other public areas of the Building. Tenant shall not go onto the roof of the Building or any other non-public areas of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public areas of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent.
22. Tenant shall not use the passenger elevator, or receiving areas of the Building except in accordance and with regulations for their use established by Landlord.
23. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall Tenant permit such items to be used other than for their intended purposes; and Tenants shall be liable for all damage as a result of Tenant's violation of this rule.
24. The entire Building including interior of the Premises is designated as non-smoking. Tenant may not smoke in any areas of Building including in the rest rooms and in other public areas of the building.
25. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
26. Tenant shall not place unsightly objects against glass partitions, windows or doors.
27. Tenant shall not place any antenna, satellite dish, loudspeakers or similar devices on roof or exterior of the Premises.
28. Tenant shall not burn trash of any kind in the Building.
29. Upon termination of the Lease, Tenant shall clean carpeting by professional carpet cleaner, and paint the unit to its original condition. Any charge for materials and labor necessary to restore the Premises to its original condition will be charged to Tenant.
30. Tenant shall not use any advertising media, such as loudspeakers, phonographs, radio or television broadcast in a manner to be heard or seen outside the Premises.
31. Tenant shall not utilize any portion of the Building or adjacent streets or sidewalks outside of the Premises for the conduct of its business operation.
32. Data and Phone System Wiring: All Tenants will be required to install proper phone system and data wiring in their suite at Tenant cost. At least one month prior to move-in date, Tenant is required to provide Landlord a comprehensive plan for the data and phone wiring for the suite. If the Landlord does not approve such plan, Tenant will not be able to obtain any telephone services such as those provided by the phone companies. Under no circumstances is Tenant or Tenant's vendor allowed to run any new data or voice wiring from the main building telephone closet into their suite. The existing wiring shall be used for that purpose. Tenant also needs to get approval of the Landlord for any service the Tenant is bringing into the premises. Combined voice and data services like McCloud, and Mpower, etc. are not allowed in the building. Tenant is required to complete all the phone and data wiring in their suite prior to their move. In case Landlord is doing a build-out, Landlord will notify Tenant of the dates the suite will be made available for Tenant's vendor to complete wiring in the suite. Tenant is required to respond to such notice within 24 hours. If Tenant has not responded within 24 hours of the notice Landlord can complete the phone and data wiring and charge it to the tenant. Tenant needs to be present in their premises if the Tenant is getting estimates from vendors for their phone system, data service or any other service that Tenant is bringing into their suite. The services need to be approved by the Landlord and Landlord by no means is responsible for showing the space or opening the door of the suite for any bidders. After all plans are approved and the tenant has signed a contract with a vendor to perform the wiring, the main phone room will be open one-time free of any charge (work shall be done in one day). Each subsequent access to the building phone room will create a charge of \$20.00 to the tenant.
33. Moving in and out of the building: Landlord requires at least 24 hours notice of Tenant's moving equipment in or out of the building. Tenant needs to provide Landlord with a certificate of insurance naming DynaCom Management as insured prior to their move into or out of the premises. Tenant or tenant's movers are required to cover floors and carpets with Masonite to prevent damage. Tenant and their insured movers are responsible for damages to the building. The entire moving must be done in one day only. There will be \$50.00 charge for moving during the weekend.
34. Dress Code: Proper dress with shoes is needed in the building at the regular business hours. No shorts and t-shirts are allowed during normal business hours in the building.

**Tenant Signature:**

**Date:**

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**Print Name:**

**Title:**

**Landlord Signature:**

**Date:**

---

**Print Name:**

**Title:**

## ***EXHIBIT - B***

1. This is a gross Lease and Tenant shall not pay to Landlord for any additional expenses as discussed in paragraph 2.B. Tenant shall pay for the base rent, for prorated electricity and gas as described in paragraph 5B of the lease and for changing light bulbs and ballasts in their suite. Paragraph 2.B. (except for 2.B.i) is thus inapplicable to this Lease.
2. Paragraphs: 2.C. (iii), 2.C. (vi), 2.C. (vii), 2.C. (viii), 2.C. (ix), 2.C. (x), 2.C. (xi) of the Lease is void and inapplicable.
3. The rent schedule is as follows:

From Date	To Date	Monthly Rent
9/1/2006	8/31/2007	\$2,650.00
9/1/2007	8/31/2008	\$2,800.00
9/1/2008	8/31/2009	\$2,960.00
9/1/2009	8/31/2010	\$3,120.00
9/1/2010	8/31/2011	\$3,290.00

4. Tenant has the option to renew this Lease for an additional 3-year term at the rental rate equivalent to the standard rental rate of the building at the time of renewal. Said option shall be exercised by the Tenant by written notice to the Landlord not less than 6 months before the end of the current lease. Said option shall expire if said notice is not given by the date required.
5. Landlord shall pay for the initial remodeling work to prepare the Premises before the moving process. The following includes the list of items to be done by Landlord before the Tenant's moving in as shown in the attached layout and with DynaCom Standard Finishes:
  - The construction of whole suite including all walls, doors, light fixture, standard electrical wiring, standard carpeting, and paint per layout. The suite will be in moving-in conditions with this basic improvement. All construction permits, architectural design, electrical design, lighting design, HVAC design will be Landlord responsibility.
  - The addition and removal of the walls and the doors per layout, including the addition of a half wall and an entry door from the hallway.
  - New paint.
  - New commercial quality carpeting throughout the suite.
6. Landlord will perform any of the following additional remodeling at Tenant's cost and per Tenant request.
  - Any glass wall, door, or window. A glass window on any interior offices will highly enhance its use and will cost only \$1,100.00. The cost of adding a small glass window to an existing wall is \$1,500.00 for 4'x5' and \$2,000 for a large window.
  - Double glass entry door \$6,050.00 and single glass with side glass for \$3,750.00
  - Card Reader for the office door locks; \$1,970.00 (\$5,500 for double glass entry doors). This will replace the office key. Then the Tenant decides what level of access to grant to each employee. For example, some employee can have weekdays only access and some may have 24-hour access. If the Tenant fires an employee we can disable his/her card and the employee cannot get into building anymore. If he/she tries to get in it will show on our computer. Tenant will be given two free cards. Additional Cards will cost \$15.00 each. Also, to reprogram any card costs \$10.00.
  - Any coat closet with two BI-fold doors at \$1,200.00
  - Any door with side window for \$1,100
  - Any interior design works that will upgrade the image of your suite such as: built-in wall units, conference tables, the company signs and logo, reception area tables and decoration.

- Kitchen type counter with top and bottom shelves \$3,000 for every 10’.
  - Wood molding for cove base, chair guards, or other wood trimming and decoration.
  - Upgraded flooring, bordered carpeting, or any upgraded materials.
  - A plumbing such as sinks, sink cabinets, or plumbing fixtures
7. Real Estate Tax and CAM stops are at 4% annual increase. This means that if the Real Estate Taxes or CAM expenses for the building increase more than 4% on any year during the Lease period, Tenant will be responsible to pay a prorated portion of the increased amount in excess of 4% increase. The Tenant prorated portion for the Suite 106 is at 11.21% of the whole building. For example, if the increase is at 10%, the Tenant pays 11.21% of any tax or CAM increase amount due to the excess 6% increase.
8. Tenant to pay \$300.00 fee for lease preparation. The total charges to be paid at the time of signing this lease are \$11,450.00, which covers for \$300 lease preparation, \$2,650.00 for the first month’s rent, and \$8,500.00 Indemnification Deposit.
9. The parties acknowledge that the premises are not yet built and that delays can result throughout the process. Therefore, in the event that the Landlord is unable to deliver possession of the leased premises on the date set forth herein due to reasons that are beyond its control, the Landlord shall have the option to extend the possession date for a period of up to 60 days. In the event of such an extension, the rent shall abate for the extension period. In the event the Landlord is unable to deliver possession within said 60-day extension period, the tenant shall have the option of terminating this lease within 10 days of Landlord's notification that possession cannot be delivered. If Tenant exercises said option all fees previously paid to Landlord will be refunded to Tenant.

**Tenant Signature:**

**Date:**

**Print Name:**

**Title:**

**Landlord Signature:**

**Date:**

**Print Name:**

**Title:**

## GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the foregoing and attached lease (hereinafter called the "Lease") demising the Leased Premises commonly known as **1548 Bond St., Suite 106** by **DynaCom Management, Inc.**, the Landlord therein named (hereinafter called the "Landlord") to **XYZ Corporation** the Tenant therein named (hereinafter called the "Tenant"), the undersigned **Mr. John Doe** (hereinafter called the "Guarantors") hereby guarantee to the Landlord, its successors and assigns, the full and prompt payment of rent, and any and all other sums and charges payable by the Tenant, its successors and assigns, under said Lease, and further hereby guarantee the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by the Tenant, its successors and assigns; and the Guarantors hereby covenant and agree to and with the Landlord, its successors and assigns, that if default shall at any time be made by the Tenant, its successors and assigns, in the payment of any such rent, and any and all other sums and charges payable by the Tenant, its successors and assigns, under said Lease, or if Tenant should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in said Lease, the Guarantors will forthwith pay such rent and other such sums and charges to the Landlord, its successors and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and agreements, and will forthwith pay to the Landlord all damages that may arise in consequence of any default by the Tenant, its successors and assigns, under said Lease, including without limitation, all reasonable attorney's fees, disbursements incurred by the Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantors without the necessity of any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantors might otherwise be entitled, all of which the Guarantors hereby expressly waive; and the Guarantors hereby expressly agree that the validity of this Guaranty and the obligations of the Guarantors hereunder shall in nowise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Landlord against the Tenant, or against the Tenant's successors and assigns, of any of the rights of remedies reserved to the Landlord pursuant to the provisions of the said Lease or by relief of Tenant from any of Tenant's obligations under this Lease or otherwise (including, but not by way of limitation the rejection of said Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect).

This Guaranty shall be a continuing guaranty and the liability of the guarantors hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant, its successors or assigns or a changed or different use of the leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matters or things occurring between the Landlord and the Tenant, its successors or assigns, whether or not notice thereof is given to the Guarantors.

The Landlord's consent to any assignment or assignments, and successive assignments by the Tenant and Tenant's assigns of the Lease made either with or without notice to the Guarantors shall in no manner whatsoever release the Guarantors from any liability as Guarantors.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to the Guarantors shall in no manner whatsoever release the Guarantors from any liability as Guarantors.

All of the Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be exclusion of or a waiver of any of the others.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name: **Mr. John Doe**