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Subject: Savannah

Mike, did the mail deliver the leases? Thanks,

David Michael Keating, MPA, MAI

City of Savannah

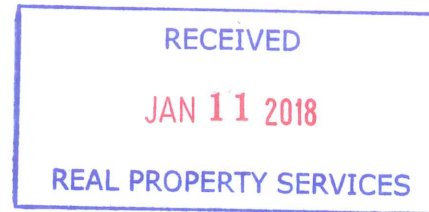
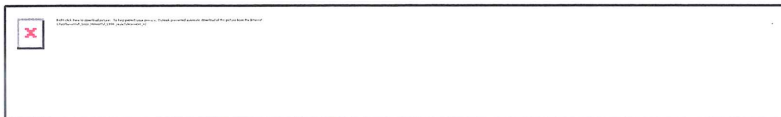
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CC Industries, Inc.

A HENRY CROWN COMPANY

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**SINGLE-TENANT
OFFICE BUILDING LEASE**

Between

GREAT DANE LLC, a Delaware limited liability company

Landlord,

and

**Mayor and Aldermen of the City of Savannah, a municipal corporation of the State of
Georgia,**

Tenant

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SINGLE-TENANT

OFFICE BUILDING LEASE

THIS LEASE is made and entered into as of December __, 2017 (“Effective Date”) by and between GREAT DANE LLC, a Delaware limited liability company (“Landlord”), and the Mayor and Aldermen of the City of Savannah, a municipal corporation of the State of Georgia (“Tenant”).

ARTICLE 1

GRANT OF LEASE; PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the approximately 2.6 acre premises outlined on the site plan in Exhibit A attached hereto and made a part hereof, together with all improvements now located thereon, including without limitation the existing two story office building and two story annex building commonly known as 602 E. Lathrop Avenue, (collectively, the “Building”), the garage area, and the parking area, together with all appurtenances belonging to or in any way pertaining to the said premises (such real estate, improvements and appurtenances hereinafter referred to as the “Premises”); such Premises being a portion of a tax parcel to which parcel number 1-0536-01-003A has been assigned by the Chatham County Board of Assessors.

ARTICLE 2

TERM

2.1 Initial Term. The term of this Lease (“Term”) shall commence on January 1, 2018 (“Commencement Date”), and end on December 31, 2022 (“Expiration Date”), unless sooner terminated as provided herein.

2.2 Extension Terms.

(a) Tenant shall have the option (each an “Extension Option”) to extend the Term for all the Premises for two extension terms of one (1) year each commencing on the first day following the then current Expiration Date, and ending on the date which is the first (1st) anniversary of the then current Expiration Date (the “First Extension Term”, and “Second Extension Term” respectively, and each an “Extension Term”). An Extension Term shall commence only if: (i) Tenant has notified Landlord in writing of its exercise of the right to extend the term for the Extension Term no later than the date which is six (6) months prior to the then current Expiration Date, time being of the essence, (ii) at the time of the exercise of such right and immediately prior to the Expiration Date, no Default shall have occurred and be continuing hereunder; (iii) the Tenant named herein shall be in occupancy of all the Premises at the time such notice is given; and (iv) with respect to the Second Extension Term only, Tenant shall have validly exercised its option for the First Extension Term.

(b) Each Extension Term shall be upon all of the agreements, terms, covenants, and conditions hereof binding upon Tenant except that: (i) Base Rent shall be as provided in Section 3.1, (ii) Landlord shall have no obligation to perform any work or make any contribution to

work to prepare the Premises for Tenant’s use during an Extension Term, and (iii) with respect to the Second Extension Term only, Tenant shall have no further right to extend the Term. Upon the commencement of an Extension Term, (x) the Extension Term shall be added to and become part of the Term (but shall not be considered part of the initial Term, (y) any reference to “this Lease”, to the “Term”, the “term of this Lease” or any similar expression shall be deemed to include the Extension Term, and (z) the expiration of the Extension Term shall become the Expiration Date. Landlord and Tenant shall promptly execute and exchange an appropriate amendment to this Lease, reasonably satisfactory to the parties and confirming the terms, conditions and provisions applicable to the Premises during the Extension Term in accordance with this Section 2.2, but neither Landlord’s nor Tenant’s failure to execute such amendment shall relieve Tenant of its obligation to lease the Premises on the terms and conditions set forth in this Lease.

ARTICLE 3

BASE RENT

3.1 Base Rent. Tenant shall pay base rent (“Base Rent”) to Landlord in advance on the first day of the Term and on the first day of each calendar month thereafter of the Term, and at the same rate for fractions of a month if the Term shall begin on any day except the first day of a calendar month or shall end on any day except the last day of a calendar month, at the following rates:

Initial Term:

Period	Periodic Base Rent	Monthly Installments
1/1/2018 - 12/31/2018*	\$345,360.00	\$28,780.00
1/1/2019 - 12/31/2019*	\$353,994.00	\$29,499.50
1/1/2020 - 12/31/2020	\$362,843.85	\$30,236.99
1/1/2021 - 12/31/2021	\$371,914.95	\$30,992.91
1/1/2022 - 12/31/2022	\$381,212.82	\$31,767.73

*Subject to the Base Rent abatement provision described in Section 3.3.

First Extension Term:

Period	Periodic Base Rent	Monthly Installments
1/1/2023- 12/31/2023	\$390,743.14	\$32,561.93

Second Extension Term:

Period	Periodic Base Rent	Monthly Installments
1/1/2024 - 12/31/2024	\$400,511.72	\$33,375.98

3.2 Manner of Payment. Base Rent, and Taxes (as hereinafter defined) and all other amounts becoming due from Tenant to Landlord hereunder (hereinafter collectively referred to as “Rent”) shall be paid in lawful money of the United States to Landlord at 131 Technology Circle, Savannah, GA 31407, Attn: Carla Price, Savannah Accounts Receivable or as otherwise designated from time to time by written notice from Landlord to Tenant. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease, and Rent shall be paid without any setoff, abatement, counterclaim or deduction

whatsoever except as may be expressly provided herein. Concurrently with the execution hereof, Tenant shall pay Landlord Monthly Base Rent for the first full calendar month of the Term.

3.3 Base Rent Abatement. Provided Tenant then occupies the Premises, no Default then exists, and Tenant has satisfied the Improvement Requirement (as hereinafter defined), Tenant's obligation to pay Base Rent shall abate during the following periods and in the following amounts: (i) for first twelve (12) months of the Term, in the amount of \$25,038.60 per month such that Tenant's Base Rent payment for such months shall be \$3,741.40; (ii) for the 13th month of the Term in the amount of \$25,518.20 such that Tenant's Base Rent payment for such 13th month shall be \$3,981.30; and (iii) for the 14th month of the Term in the amount of \$19,378.60, such that Tenant's Base Rent payment for the 14th month of the Term shall be \$10,120.90. The rent abatements described in this Section 3.3 are conditioned upon Tenant having caused, on or before the last day of the end of the twelfth (12th) month of the Term, at Tenant's sole cost and expense, the performance improvements to the Premises having a value (as demonstrated by invoices and other documentation submitted to Landlord and reasonably satisfactory to Landlord) estimated at \$345,360.00, such improvements to potentially include, depending on cost, (v) the installation of new floor coverings, (w) new wall coverings, (x) replacement of damaged ceiling tiles, (y) re-striping of the parking lot, (z) installation of a fresh air intake on one of the existing compressors, (such improvements, including the items described in the immediately preceding clauses (v) – (z), the "Improvement Requirement"). If estimated value of completing the improvements described in the preceding clauses (v) – (z) is less than \$345,360.00 such that Tenant, in Tenant's reasonable estimation, could repair and/or replace the existing external staircase on the Building as in necessary to cause the staircase to be in good condition and in compliance with Legal Requirements (the "Stairway Work") without causing the estimated value of all improvements made by the Tenant to the Premises, including the Stairway Work, to exceed \$345,360.00, then Tenant shall cause the Stairway Work to be performed as part of the Improvement Requirement. If, in Tenant's reasonable estimation, Tenant cannot cause the Stairway Work to be performed (after completing the items described in the foregoing clauses (v)-(z)) such that the estimated value of all improvements made by the Tenant to the Premises, including the Stairway Work would be \$345,360.00 or less, then Tenant shall notify Landlord and Landlord shall perform the Stairway Work at Landlord's sole cost in accordance with Section 12.3. Any rent previously abated pursuant to this Section 3.3 that exceeds the estimated value of the improvements made shall become immediately due and payable to the Landlord, and Tenant shall not be entitled to any further rent abatements pursuant to this Section 3.3. Any alterations or improvements made by or on behalf of the Tenant to satisfy the Improvement Requirement shall be performed in accordance with the provisions of this Lease, including without limitation Article 13 of this Lease.

ARTICLE 4

TAXES

4.1 Obligation to Pay Taxes. In addition to paying the Base Rent specified in Section 3.1 hereof, Tenant shall also pay as additional rent the amounts determined in accordance with this Article 4 (hereinafter referred to as "Taxes").

4.2 Payment by Tenant. Tenant shall pay as additional rent ("Additional Rent") for the Premises, all taxes and assessments, general and special, water rates and all other impositions, ordinary and extraordinary, foreseen or unforeseen, of every kind and nature whatsoever, which may be levied, assessed, charged or imposed during the Term of the Lease upon the Premises, or any part thereof, or upon any improvements at any time situated thereon, (hereinafter referred to as "Taxes"); provided, however, that Taxes levied against the Premises shall be prorated between Landlord and Tenant as of the Commencement Date for the first year of the Term and as of the expiration date of the Term for the last year of the Term (on the basis of Landlord's reasonable estimate thereof). Taxes shall also include fees and costs incurred by Landlord during or prior to the Lease Term for the purpose of contesting or protesting tax assessments or rates, to the extent such fees and costs relate to savings realized during the Term of the Lease and any extension thereof. Tenant may take the benefit of the provisions of any statute or ordinance permitting any assessment to be paid over a period of years, and Tenant shall be obligated to pay only those installments falling due during the Term of this Lease. As stated in Article 1, the Premises is part of a tax parcel to which parcel number 1-0536-01-003A has been assigned by the Chatham County Board of Assessors, and notwithstanding anything to the contrary in this Section 4.2, Borrower's portion of the Taxes for such tax parcel shall be allocated as follows: (i) Tenant shall pay 100% percent of the Taxes attributable to the improvements on such tax parcel; and (ii) Tenant shall pay 30.23% the Taxes attributable to the land included in such tax parcel. If at any time after the date of this Lease, improvements are constructed on the portion of the tax parcel which is not the Premises, then Tenant and Landlord shall either (x) adjust Tenant's portion of the Taxes attributable to improvements on the tax parcel in a manner reasonably acceptable to Tenant or Landlord, or (y) cause the Premises to be separated from the remainder of the existing tax parcel and a new parcel number assigned to the Premises only, if such separation is permitted by Legal Requirements, and Landlord and Tenant shall share the reasonable costs of such separation equally.

4.3 Alternative Taxes. If at any time during the Term the method of taxation prevailing at the commencement of the Term hereof shall be altered so that any new tax, assessment, levy, imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Lease or the Premises or the Rent or additional rent or other income therefrom, and shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the definition of Taxes for the purposes hereof to the extent that such Taxes would be payable if the Premises were the only property of Landlord subject to such Taxes, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Taxes. There shall be excluded from Taxes all federal income taxes, state and local net income tax, federal excess profit taxes, franchise, capital stock and federal or state estate or inheritance taxes of Landlord.

4.4 Deposits. Tenant shall deposit monthly with Landlord on the first day of each and every month of the Term, a sum equal to one-twelfth (1/12) of the last ascertainable amount (or at Landlord's election, a sum equal to one-twelfth (1/12) of Landlord's reasonable estimate of the current amount) of Taxes, which monthly deposits shall be held by Landlord and shall be used to the extent thereof to pay as the same become due and payable; provided that Landlord shall have the right to increase the required amount of said monthly deposit to an amount necessary, in Landlord's reasonable estimate, to ensure that there will be a sufficient amount on deposit to pay

the next installment of Taxes not less than thirty (30) days prior to the date on which said installment is due. The amount of the deposits shall be readjusted annually, on the first day of the month after the tax bills showing the actual amount of the Taxes are issued in each year of the Term, to reflect the actual amount of Taxes. Tenant shall not be entitled to interest on said deposits. Within thirty (30) days of Landlord receiving the actual amount of Taxes owed for each calendar year during the Term, Landlord shall provide written notice to Tenant of the actual amount of Taxes for such calendar year. In the event Tenant's payments during such calendar year exceeded the actual Taxes owed, Tenant shall receive a credit against the next due installment of monthly Base Rent or Additional Rent unless this Lease has expired or been otherwise terminated, in which event Landlord shall pay such excess amount to Tenant within thirty (30) days following receipt by Tenant of Landlord's notice. In the event Tenant's payments during such calendar year were less than the actual Taxes owed, Tenant shall pay as Additional Rent the excess amount owed to Landlord within thirty (30) days of written notice from Landlord. If the first year and/or the final year of the Term do not coincide with the calendar year, Tenant's pro rata share of the Taxes for such year(s) shall be prorated.

4.5 Representations and Warranties. Tenant agrees and acknowledges that Landlord has made no representation, warranty or guaranty relating to the amount of the Taxes. Tenant has had an opportunity to consult with Landlord with respect to the Taxes projected for the operation of the Premises but has not relied upon any statements or representations of Landlord or any agent or affiliate of Landlord in regard thereto in executing this Lease and agreeing to perform the terms and covenants hereof and shall make no claims against Landlord based thereon.

ARTICLE 5

USE OF PREMISES

Tenant shall use and occupy the Premises for office and incidental uses thereto and for no other use or purpose. Tenant covenants and agrees to use and occupy the Premises in conformity with all "Legal Requirements" (as such term is defined in Section 7.3 hereof).

ARTICLE 6

UTILITIES AND SERVICES

6.1 Utilities other than Electricity. Tenant shall purchase all utility services (other than electricity) including, but not limited to, natural gas, water, and sewerage, from the utility or municipality providing such service, and shall pay for such services when such payments are due. Landlord shall have no liability to Tenant under this Lease, and Tenant's obligations under this Lease shall remain in full force and effect notwithstanding the interruption of any utility service to the Premises.

6.2 Electricity. Landlord shall purchase electricity to be supplied to the Premises through the existing electrical distribution system at the Premises. Landlord is obtaining electricity from a third party supplier, and Landlord shall have no liability to Tenant under this Lease, and Tenant's obligations under this Lease shall remain in full force and effect notwithstanding the interruption of any electrical service to the Premises. As of the Effective

Date electrical use from the Premises is measured by a meter that also measures electrical use from other property. Landlord may cause a separate electrical meter to be installed to measure electrical use from the Premises only.

6.3 Services. Tenant acknowledges and agrees that Landlord is not providing any services to the Premises except for the purchase of electricity.

ARTICLE 7

POSSESSION, CONDITION OF PREMISES, COMPLIANCE WITH LEGAL REQUIREMENTS

7.1 Possession. Landlord shall tender vacant possession of the Premises to Tenant on the Commencement Date. If Landlord shall be unable to so tender vacant possession of the Premises on the Commencement Date for any reason whatsoever, then Landlord shall not be liable to Tenant for any such failure to tender vacant possession on any particular date, nor shall the validity of this Lease or the obligations of Tenant hereunder be in any way affected by such failure, provided, however, that the Commencement Date shall be the date that Landlord actually tenders vacant possession of the Premises to Tenant.

7.2 Condition of Premises. Tenant acknowledges and agrees that it shall take possession of the Premises in its "AS-IS, WHERE-IS" condition as of the Effective Date, without any warranty as to the condition thereof. 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 thereof. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or any of the improvements on the Premises (or to provide Tenant with any credit or allowance for the same), and no representations regarding the condition of the Premises or improvements on the Premises have been made by or on behalf of Landlord or relied upon by Tenant, except as expressly stated otherwise this Lease. Notwithstanding the foregoing, Landlord shall provide such evidence as Tenant shall reasonably require that the HVAC system serving the Building is in working order and condition as of the Commencement Date.

7.3 Compliance with Legal Requirements. Tenant shall at its sole cost and expense comply with the following (collectively, "Legal Requirements"): (i) all federal, state, county, municipal and other governmental and quasi-governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises. Tenant shall comply with the requirement of all policies of public liability, fire and other insurance which at any time may be in force with respect to the Premises. Notwithstanding the foregoing, Tenant shall be allowed to bring onto and store on the Premises firearms and ammunition for public safety purposes, provided such firearms and ammunition are stored and used in accordance with Legal Requirements.

ARTICLE 8

RETURN OF PREMISES

8.1 Surrender of Possession. At the termination of this Lease by lapse of time or otherwise or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and deliver all keys to the Premises to Landlord and make known to Landlord the combination of all locks of vaults then remaining in the Premises, and shall, subject to the following paragraph, return the Premises and all equipment and fixtures of Landlord therein to Landlord in as good condition as when Tenant originally took possession, ordinary wear, loss or damage by fire or other insured casualty, condemnation and damage resulting from the act of Landlord or its employees and agents excepted, failing which Landlord may restore the Premises and such equipment and fixtures to such condition and Tenant shall pay the cost thereof to Landlord on demand.

8.2 Installations and Additions. All installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, except movable furniture, trade fixtures and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, that if prior to such termination or within ten (10) days thereafter Landlord so directs by notice, Tenant, at Tenant's sole cost and expense, shall promptly remove such of the installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements placed in the Premises by Tenant as are designated in such notice and repair any damage to the Premises caused by such removal, failing which Landlord may remove the same and repair the Premises, and Tenant shall pay the cost thereof to Landlord on demand. At the sole option of Landlord, Tenant shall leave in place any floor covering without compensation to Tenant, or Tenant shall remove any floor covering and shall remove all fastenings, paper, glue, bases or other vestiges and restore the floor surface to its previous condition or shall pay to Landlord upon demand the cost of restoring the floor surface to such condition.

8.3 Trade Fixtures and Personal Property. Tenant shall also remove Tenant's furniture, machinery, safes, trade fixtures and other items of movable personal property of every kind and description from the Premises and restore any damage to the Premises caused thereby, such removal and restoration to be performed prior to the end of the Term or ten (10) days following termination of this Lease or Tenant's right of possession, whichever might be earlier. If Tenant fails to remove such items, Landlord may do so and thereupon the provisions of Article 9 shall apply, and Tenant shall pay to Landlord upon demand the cost of removal and of restoring the Premises.

8.4 Survival. All obligations of Tenant under this Article 8 shall survive the expiration of the Term or sooner termination of this Lease.

ARTICLE 9

HOLDING OVER

If Tenant retains possession of the Premises after the expiration or earlier termination of the Term or Tenant's right to possession of the Premises, such holdover shall be deemed to create a tenancy at sufferance and Tenant shall pay Rent during such holding over at 150% of the rate in effect immediately preceding such holdover computed on a monthly basis for each month or partial month that Tenant remains in possession of the Premises (the "Holdover Rent"). Such holding over by Tenant, and Landlord's collection of any Rent therefor, shall not serve as permission for Tenant's continued occupancy of the Premises nor serve to extend the Term, unless required by Landlord as set forth below. Tenant shall also indemnify, defend and hold Landlord harmless from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. The provisions of this Article 9 shall not be deemed to be a waiver of Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights under this Lease, and any receipt of payment of Holdover Rent 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 term or right of tenancy except as elected by Landlord as set forth above. All obligations of Tenant under this Article 9 shall survive the expiration of the Term or sooner termination of this Lease.

ARTICLE 10

RULES AND REGULATIONS

Tenant agrees to observe and not to interfere with the rights reserved to Landlord contained in Article 11 hereof and agrees, for itself, its employees, agents, contractors, invitees and licensees, to comply with such reasonable rules and regulations for the Premises as Landlord may announce from time to time. Any violation by Tenant of any of such rules and regulations may be restrained; but, whether or not so restrained, Tenant acknowledges and agrees that, to the extent permissible by law and without waiver of sovereign immunity, it shall be and remain liable for all damages, loss, costs and expenses resulting from any violation by Tenant of any of said rules and regulations. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce said rules and regulations or the terms, covenants and conditions of any other lease against any other persons, and Landlord shall not be liable to Tenant for violation of the same by any other person.

ARTICLE 11

RIGHTS RESERVED TO LANDLORD

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

- (a) to change the name or street address of the Premises;

(b) to install and maintain signs on the exterior of the Premises, subject to the consent of the Tenant;

(c) to exhibit the Premises at reasonable hours, and to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises;

(d) to enter the Premises at reasonable hours for reasonable purposes, including inspection, subject to prior coordination with Tenant;

(e) Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord;

(f) provided that reasonable access to the Premises shall be maintained and the business of Tenant shall not be interfered with unreasonably, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, which are the responsibility of the Landlord and this Lease, and may for such purposes erect scaffolding and other structures reasonably required by the character of the work to be performed, and during such operations may enter upon the Premises and take into and upon or through any part of the Premises, all materials that may be required to make such repairs, alterations, improvements or additions, and in connection therewith Landlord may temporarily close public entryways, other public spaces, stairways or corridors and interrupt or temporarily suspend any services or facilities agreed to be furnished by Landlord, all without the same constituting an eviction of Tenant in whole or in part, without abatement of Rent by reason of loss or interruption of the business of Tenant or otherwise, and without in any manner rendering Landlord liable for damages or relieving Tenant from performance of Tenant's obligation under this Lease. Landlord may at its option make any repairs, alterations, improvements and additions in and about the Premises during ordinary business hours, and if Tenant desires to have such work done during other than business hours, Tenant shall pay all overtime and additional expenses resulting therefrom; and

(g) from time to time to make and adopt such reasonable rules and regulations, in addition to or other than or by way of amendment or modification of the any rules and regulations previously adopted by Landlord, for the protection and welfare of the Premises and its occupants, as Landlord may determine, and Tenant agrees to abide by and comply with all such rules and regulations.

11.2 Use of Roof. Landlord specifically excepts and reserves to itself all rights to the improvements and air rights above the Premises.

ARTICLE 12

MAINTENANCE

12.1 Tenant's Maintenance Obligations Except as set forth in Section 12.3, Tenant shall keep, repair and maintain the entire Premises, including the exterior and interior of the any improvements located on the Premises, and specifically including, without limitation, the heating, ventilating and air conditioning equipment, building elevators, life safety systems, the parking area and the roof, in good condition and repair. Tenant shall perform preventative maintenance

on the elevators and life safety systems at such times as is required by Legal Requirements, but in no event less than quarterly. As used herein, each and every obligation of Tenant to keep, maintain and repair shall include, without limitation, all ordinary and extraordinary structural and nonstructural repairs and replacements (except for such repairs or replacements which are the obligation of the Landlord pursuant to Section 12.3). Tenant shall, to the extent possible, keep the Premises from falling temporarily out of repair or deteriorating. Tenant shall further keep, repair and maintain the improvements at any time situated upon the Premises, the parking area and all sidewalks and areas adjacent thereto, and all landscaped areas adjacent thereto, safe secure, clean and sanitary (including, without limitation, snow and ice clearance, planting and replacing flowers and landscaping, and necessary interior painting and carpet cleaning at least once each year), and in full compliance with all Legal Requirements. If Tenant does not make repairs or replacements or perform any maintenance which Tenant is required to perform under this Lease promptly and adequately and when required to do so, Landlord may, but shall not be obligated to, cause such repairs or replacements or perform such maintenance, and Tenant shall pay Landlord, on written demand, the cost thereof and an amount equal to ten percent (10%) of such cost as an overhead and supervision fee.

12.2 HVAC Maintenance. Without limiting Tenant's obligations under Section 12.1 hereof, Tenant shall, at all times during the term of this Lease, cause Tenant's employees or contractors to inspect, at least once each calendar quarter, the heating, ventilating and air conditioning equipment, and to perform necessary maintenance thereof and repairs thereto, including the replacement of air filters as necessary.

12.3 Landlord's Maintenance Obligations. Landlord shall (i) cause the foundations and external walls of the Building to be in good condition and repair; (ii) cause the replacement of the roof if Landlord reasonably determines such replacement to be necessary; (iii) pay for the cost of any repairs to the roof made during any calendar year during the term, to the extent such costs exceed \$10,000.00; (iv) cause the replacement of an HVAC unit serving the Building if Landlord reasonably determines such replacement to be necessary; (v) one time prior to the Commencement Date or as soon as reasonably practicable thereafter, cause the existing ducts in the Building to be cleaned; (vi) prior to the Commencement Date or a soon as reasonably practicable thereafter, seal the abandoned intake penetrations on the external east wall of the Building; and (vii) if Tenant notifies Landlord that Landlord is required to perform the Stairway pursuant to Section 3.3 of this Lease, then Landlord shall as soon as reasonably practicable after receiving such notice perform the Stairway Work (collectively, the items in the immediately foregoing clauses (i) – (vii) the "Landlord's Maintenance"). The Landlord's Maintenance shall be performed at Landlord's sole cost and expense, except to the extent any portion of the Landlord's Maintenance is necessitated by Tenant's failure to perform its obligations under this Lease, or the negligence of intentional misconduct of Tenant or its agents, employees or invitees.

ARTICLE 13

ALTERATIONS

Tenant shall not, without the prior written consent of Landlord, make any alterations, additions or improvements to the Premises; said consent not to be unreasonably withheld with respect to any such alterations or improvements which do not affect the Building structure or the .

Landlord's decision to refuse such consent shall be conclusive. If Landlord consents to such alterations, additions or improvements, before commencement of the work or delivery of any materials onto the Premises, Tenant shall furnish to Landlord for approval plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in such form, substance and amount as may be satisfactory to Landlord. In addition, prior to commencement of any such work or delivery of any materials into the Premises, Tenant shall provide Landlord with appropriate evidence of Tenant's ability to pay for such work and materials in full and, if requested by Landlord, shall deposit with Landlord at such time such security for the payment of said work and materials as Landlord may require. All alterations, additions and improvements shall be installed in a good, workmanlike manner, and only new, high-grade materials shall be used. All such work shall be done only by contractors approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Tenant further agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, additions or improvements. Before commencing any work in connection with such alterations, additions or improvements, Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials insuring Landlord against any and all liabilities which may arise out of or be connected in any way with said alterations, additions or improvements. Tenant shall permit Landlord to supervise construction operations in connection with the foregoing work if Landlord requests to do so. Tenant shall pay the cost of all such alterations, additions and improvements and also the cost of decorating the Premises occasioned by such alterations, additions and improvements, including the cost of labor and materials, contractors' profit, overhead and general conditions, and shall reimburse Landlord for any actual third party costs incurred by Landlord in reviewing any plans submitted by Tenant in connection with Tenant's request for Landlord's approval, or in supervising any portion of the improvements or alternations which Landlord reasonably determine to be necessary. Upon completing any alterations, additions or improvements, Tenant shall furnish Landlord with contractors' affidavits, in form required by law, and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations, additions and improvements shall comply with all insurance requirements and with all city and county ordinances and regulations and with the requirements of all Legal Requirements.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

14.1 Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord in each instance, (a) assign, transfer, mortgage, pledge, hypothecate or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it; (b) allow to exist or occur any transfer of or lien upon this Lease or Tenant's interest herein by operation of law; (c) sublet the Premises or any part thereof; (d) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Article 5 of this Lease or by anyone other than Tenant and Tenant's employees; or (e) cause, suffer or permit to occur any "Change of Control" (as such term is defined in Section 14.8 hereof). Landlord has the absolute right to withhold its consent without giving any reason whatsoever, except as herein expressly provided to the contrary. In no event shall this Lease be assigned or assignable by

voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.

14.2 Rentals Based on Net Income. Without thereby limiting the generality of the foregoing provisions of this Article 14, Tenant expressly covenants and agrees not to enter into any lease, sublease or license, concession or other agreement for use, occupancy or utilization of the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported lease, sublease or license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right to or interest in the possession, use, occupancy or utilization of any part of the Premises.

14.3 Tenant to Remain Obligated. Consent by Landlord to any assignment, subletting, use, occupancy or transfer shall not operate to relieve Tenant from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, subletting, use or occupancy. Tenant shall pay all of Landlord's costs, charges and expenses, including attorneys' fees, incurred in connection with any assignment, transfer, lien, charge, subletting, use or occupancy made or requested by Tenant. Tenant agrees that all advertising by Tenant or on Tenant's behalf with respect to the assignment of this Lease or subletting of space must be approved in writing by Landlord prior to publication.

14.4 Tenant's Notice; Landlord's Right to Terminate. Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than sixty (60) days after the date of Tenant's notice) to assign this Lease or sublet any part or all of the Premises for the balance of any part of the Term, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice, and such recapture notice shall, if given, terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's said notice shall state the name and address of the proposed subtenant or assignee, and a true and complete copy of the proposed sublease or assignment and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed subtenant or assignee shall be delivered to Landlord with said notice. If Tenant's notice shall cover all of the space hereby demised, and if Landlord shall give the aforesaid recapture notice with respect thereto, the Term of this Lease shall expire on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term. If, however, this Lease shall be terminated pursuant to the foregoing with respect to less than the entire Premises, the Base Rent and Tenant's Proportionate Share (as defined herein) shall be adjusted on the basis of the number of rentable square feet retained by Tenant, and this Lease, as so amended, shall continue thereafter in full force and effect; provided that Tenant shall pay all costs in connection with the physical subdivision of any portion of the Premises.

14.5 Landlord's Consent. If Landlord, upon receiving Tenant's said notice with respect to any such space, shall not exercise its right to terminate as aforesaid, Landlord will not

unreasonably withhold its consent to Tenant's assignment of this Lease or subletting the space covered by its notice. Landlord shall not be deemed to have unreasonably withheld its consent to a sublease of all or part of the Premises or an assignment of this Lease if its consent is withheld because: (a) Tenant is then in default hereunder; (b) any notice of termination of this Lease or termination of Tenant's possession shall have been given under Article 18 hereof; (c) the portion of the Premises which Tenant proposes to sublease, including the means of ingress to and egress from and the proposed use thereof, and the remaining portion of the Premises will violate any Legal Requirements; (d) the proposed use of the Premises by the subtenant or assignee does not conform with the use permitted by Article 5 hereof; or (e) in the reasonable judgment of Landlord, the proposed subtenant or assignee is of a character or is engaged in a business which would be deleterious to the reputation of the Premises, or the subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; provided, however, that the foregoing are merely examples of reasons for which Landlord may withhold its consent and shall not be deemed exclusive of any permitted reasons for reasonably withholding consent, whether similar to or dissimilar from the foregoing examples.

14.6 Profits. If Tenant, having first obtained Landlord's consent to any sublease or assignment, or if Tenant or a trustee in bankruptcy for Tenant pursuant to the Bankruptcy Code, shall assign this Lease or sublet the Premises, or any part thereof, at a rental or for other consideration in excess of the Rent or pro rata portion thereof due and payable by Tenant under this Lease, then Tenant shall pay to Landlord as additional rent (a) in the case of an assignment, any such excess rent or other monetary consideration immediately upon receipt thereof, or (b) in the case of a sublease, (i) on the first day of each month during the term of any sublease, the excess of all rent and other consideration due from the subtenant for such month over the Rent then payable to Landlord pursuant to the provisions of this Lease for said month (or if only a portion of the Premises is being sublet, the excess of all rent and other consideration due from the subtenant for such month over the portion of the Rent then payable to Landlord pursuant to the provisions of this Lease for said month which is allocable on a square footage basis to the space sublet), and (ii) immediately upon receipt thereof, any other consideration realized by Tenant from such subletting; it being agreed, however, that Landlord shall not be responsible for any deficiency if Tenant shall assign this Lease or sublet the Premises or any part thereof at a rental less than that provided for herein.

14.7 Assignee to Assume Obligations. If Tenant shall assign this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant shall sublease the Premises as permitted herein, Tenant shall obtain and furnish to Landlord, not later than fifteen (15) days prior to the effective date of such sublease and in form satisfactory to Landlord, the written agreement of such subtenant stating that the subtenant will attorn to Landlord, at Landlord's option and written request, in the event this Lease terminates before the expiration of the sublease.

14.8 Change of Control. Notwithstanding anything to the contrary in this Article 14, if Tenant is a corporation (other than a corporation the stock of which is publicly traded) the term "Change of Control" shall mean any change in the ownership of the shares of stock which constitute control of Tenant other than by reason of gift or death. The term "control" as used

herein means the power to directly or indirectly direct or cause the direction of the management or policies of Tenant. If Tenant is a partnership (general or limited) the term "Change of Control" shall mean any change in the ownership of the partnership interests which constitute control of Tenant other than by reason of gift or death.

ARTICLE 15

WAIVER OF CERTAIN CLAIMS; INDEMNITY BY TENANT

15.1 Waiver of Certain Claims; Indemnity by Tenant. To the extent not expressly prohibited by law, Tenant releases Landlord and its direct and indirect members and managers, and each of their respective members, partners, shareholders, directors, managers, trustees, beneficiaries, employees, principals, contractors, servants, agents, and representatives (collectively, the "Landlord Indemnitees") for damages to person or property sustained by Tenant, or by any other person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Premises, or from any equipment or appurtenance therein, or from any accident in or about the Premises, or from any act or neglect of any other person, including Landlord's agents and servants. This Section 15.1 shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

15.2 Damage Caused by Tenant's Neglect. If any damage to the Premises, or any equipment or appurtenance thereon, results from any act or neglect of Tenant, its employees, agents, contractors, licensees or invitees, to the extent not expressly prohibited by Legal Requirements, Tenant shall be liable therefor, and Landlord may at its option repair such damage, and Tenant shall upon demand by Landlord reimburse Landlord for all costs of repairing such damage in excess of amounts, if any, paid to Landlord under insurance covering such damage.

15.3 Tenant Responsible for Personal Property. All personal property belonging to Tenant shall be there at the risk of Tenant, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

15.4 Indemnification. To the extent not expressly prohibited by law, Tenant agrees to defend, indemnify, protect and hold harmless the Landlord Indemnitees harmless from and against any and all Losses (as defined herein), resulting from any claims against the Landlord Indemnitees: (i) arising from any act, omission or negligence of Tenant, any subtenant or occupant of the Premises and their respective agents, contractors, subcontractors, employees or licensees (collectively, each of the foregoing, a "Tenant Party"), (ii) arising from any accident, injury or damage to any person or to the property of any person and occurring in or about the Premises (iii) resulting from any breach, violation or nonperformance of any covenant, condition or agreement of this Lease on the part of Tenant to be fulfilled, kept, observed or performed, and (iv) arising from the presence of Hazardous Materials in, on or under the Premises caused or

permitted by a Tenant Party. If any claim, action or proceeding is made or brought against any Landlord Indemnatee under any indemnity provided in this Lease, then upon demand by such Landlord Indemnatee, Tenant, at its sole cost and expense, shall defend such claim, action or proceeding in the indemnified party's name (if necessary), by counsel reasonably satisfactory to the Indemnatee. As used in this lease the term "Losses" shall mean any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, and including all costs of repairing any damage to the Premises or the Building or the appurtenances of any of the foregoing to which a particular indemnity and hold harmless agreement applies.

15.5 Survival. All obligations of Tenant under this Article 15 shall survive the expiration of the Term or sooner termination of this Lease

ARTICLE 16

DAMAGE OR DESTRUCTION BY CASUALTY

16.1 Restoration. If the Premises are damaged by fire or other casualty such that Tenant is deprived of reasonable access to the Premises and the Lease is not terminated pursuant to the provisions of this Article 16 the damage shall be repaired by Landlord, to substantially the condition of the Premises prior to the damage. Landlord shall use diligent efforts to repair the Premises, subject to the provisions of any mortgage or ground lease recorded against the Premises and subject to delays caused by force majeure or Tenant, Landlord shall have no obligation to repair or restore (i) Tenant's personal property or equipment or (ii) any alterations or improvements to the Premises made by or on behalf of the Tenant except for the improvements made by Tenant as described in Section 3.3 of this Lease. Provided no Default then exists, until Landlord's restoration of the Premises is substantially completed or would have been substantially completed but for Tenant delay, Base Rent, and Additional Rent shall be reduced in the proportion by which the rentable area of the part of the Premises which is not usable (or accessible) for the normal conduct of Tenants business therein bears to the total rentable area of the Premises.

16.2 Landlord's Termination Right. If all or a substantial portion of Premises is damaged or are rendered untenable, or if the Building shall be so damaged that, in Landlord's reasonable opinion, substantial alteration, demolition, or reconstruction of the Building shall be required, then in either of such events, Landlord may, not later than 60 days following the date of the damage, terminate this Lease by notice to Tenant. If this Lease is so terminated, (a) the Term shall expire upon the 30th day after such notice is given, (b) Tenant shall vacate the Premises and surrender the same to Landlord, (c) Tenant's liability for Rent shall cease as of the date of the damage, and (d) any prepaid Rent for any period after the date of the damage shall be refunded by Landlord to Tenant.

ARTICLE 17

EMINENT DOMAIN

17.1 Lease Termination. If all or substantially all of the Premises shall be acquired or condemned for any public or quasi-public purpose (a "Taking"), then this Lease shall terminate and the Term shall end as of the date of the vesting of title, and Rent shall be prorated and adjusted as of such date. If less than substantially all the Premises is Taken, and Landlord reasonably determines that the remainder of the Premises may not be used for the use set forth in Article 5, then Landlord may, by notice to Tenant, within 60 days following the date Landlord receives notice of such Taking terminate this Lease.

ARTICLE 18

DEFAULT

18.1 Events of Default. In addition to any other Defaults provided in this Lease, each of the following events shall be a "Default" hereunder:

(a) Tenant fails to pay when due any installment of Rent and such default shall continue for 5 days after notice of such default is given to Tenant; or

(b) if Landlord applies any part of the Security Deposit and Tenant fails to provide Landlord with a replacement Security Deposit, if applicable, within 5 days after notice by Landlord to Tenant stating the amount applied or retained; or;

(c) Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure continues for more than 15 days after notice by Landlord to Tenant of such default, or if such default (other than a default under Article 5) is of a nature that it cannot be completely remedied within 15 days, failure by Tenant to commence to remedy such failure within said 15 days, and thereafter diligently prosecute to completion all steps necessary to remedy such default, provided in all events the same is completed within 60 days; or;

(d) Tenant (i) files a voluntary petition in bankruptcy or insolvency, (ii) files a petition or answer in an action seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, (iii) makes or suffers an assignment for the benefit of creditors, (iii) seeks or consents to or acquiesces in or suffers the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property or (iv) is adjudicated a bankrupt or insolvent; or

(e) the levy upon under writ of execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within ten (10) days from the date of such filing; or

(f) Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy whether or not Tenant thereafter continues to pay the Rent due under this Lease; or

(g) Tenant has been in Default more than 2 times in the preceding 12 months.

(h) Upon the occurrence of any Default, Landlord may, at its sole option, give to Tenant notice of cancellation of this Lease (or of Tenant's possession of the Premises), in which event this Lease and the Term (or Tenant's possession of the Premises) shall terminate (whether or not the Term shall have commenced) with the same force and effect as if the date set forth in the notice was the Expiration Date stated herein; and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable for damages as provided in this Article 18. Any notice of cancellation of the Term (or Tenant's possession of the Premises) may be given simultaneously with any notice of default given to Tenant

18.2 Rights and Remedies of Landlord.

(a) If this Lease and the Term or Tenant's right to possession of the Premises, terminates as provided in Section 18.1, Tenant shall quit and surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such termination, re-enter the Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force (to the extent permitted by law) or otherwise in accordance with applicable legal proceedings (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all of their property and effects from the Premises. Landlord, at Landlord's option, may relet all or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the Expiration Date, at such rental and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. However, to the extent required by law, Landlord shall use reasonable efforts to mitigate its damages but shall not be required to divert prospective tenants from any other land or improvements owned by Landlord. Landlord, at Landlord's option, may make such alterations, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(b) Upon the breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach and to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach.

(c) If Tenant defaults in the performance of its obligations under this Lease, Landlord, without waiving such default, may perform such obligations. All costs and expenses

incurred by Landlord in connection with any such performance by Landlord shall be paid by Tenant to Landlord on demand, with interest thereon at the Interest Rate (as defined herein) from the date incurred by Landlord. As used in this Lease "Interest Rate" means the lesser of: (i) the prime rate of interest for short term (90 days) unsecured loans as published from time to time by the *Wall Street Journal*, Midwest Edition plus five percent (5.00%); and (ii) the maximum rate permitted by Legal Requirements.

(d) Landlord's remedies provided in this Lease are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

18.3 Rights and Remedies of Tenant. If, during the Term, Landlord defaults in fulfilling any of its covenants, obligations or agreements set forth in this Lease, Tenant may give Landlord notice of such default and, if at the expiration of thirty (30) days after delivery of such notice, such default continues to exist, or in the event of a default which cannot with due diligence be cured within a period of thirty (30) days, if Landlord fails to proceed promptly after the delivery of such notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence to completion as soon as reasonably possible, then Tenant may:

(a) with respect to Landlord's default in the performance of its obligations under Section 12.3 of this Lease only, send a second notice to Landlord informing Landlord of such continued default, and if Landlord shall fail, within five (5) business days after the date of such second notice to cure or commence to cure such default or send Tenant a written notice informing Tenant that Landlord disputes the existence of such default, then Tenant may perform Landlord's obligations under Section 12.3 and offset the reasonable costs incurred by Tenant in connection with such performance against Base Rent next coming due under this Lease.

(b) exercise any right or remedy available to Tenant at law or in equity by reason of such default.

ARTICLE 19

SUBORDINATION

19.1 Subordination. Landlord represents and warrants that as of the Effective Date, Landlord has not recorded a mortgage, deed of trust, or ground lease against the Premises. Landlord may hereafter from time to time execute and deliver a first mortgage or first trust deed in the nature of a mortgage (both being hereinafter referred to as a "First Mortgage") against the Premises or any interest therein. If requested by the mortgagee or trustee under any First Mortgage, Tenant will either (a) subordinate its interest in this Lease to said First Mortgage, and to any and all advances made thereunder and to the interest thereon, and to all renewals, replacements, supplements, amendments, modifications and extensions thereof, or (b) make certain of Tenant's rights and interest in this Lease superior thereto; and Tenant will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any First Mortgage. Tenant covenants it will not subordinate this Lease to any mortgage or trust deed other than a First Mortgage without the prior written consent of the holder of the First Mortgage.

19.2 Liability of Holder of First Mortgage; Attornment. It is further agreed that (a) if any First Mortgage shall be foreclosed, (i) the holder of the First Mortgage, ground lessor (or their respective grantees) or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (x) liable for any act or omission of any prior landlord (including Landlord), (y) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord), or (z) bound by any prepayment of Base Rent or Rent Adjustments which Tenant may have made in excess of the amounts then due for the next succeeding month; (ii) the liability of the mortgagee or trustee hereunder or the purchaser at such foreclosure sale or the liability of a ground lessor or a subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Premises, and such liability shall not continue or survive after further transfer of ownership; (iii) upon request of the mortgagee or trustee, if the First Mortgage shall be foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any First Mortgage, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this Lease may not be modified or amended so as to reduce the Rent or shorten the Term provided hereunder or so as to adversely affect in any other respect to any material extent the rights of Landlord, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the ground lessor and the mortgagee or trustee under any First Mortgage. Modification Required by First Mortgagee. Should any prospective first mortgagee require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially change the rights and obligations of Tenant hereunder, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor.

19.4 Short Form Lease. Should any prospective mortgagee require execution of a short form of lease for recording (containing the names of the parties, a description of the Premises and the Term of this Lease) or a certification from Tenant concerning this Lease in such form as may be required by a prospective mortgagee, Tenant agrees to promptly execute such short form of lease or certificate and deliver the same to Landlord within ten (10) days following the request therefor.

ARTICLE 20

MORTGAGEE PROTECTION

Tenant agrees to give any holder of any First Mortgage (as defined in Section 19.1 hereof) against the Premises, or any interest therein, by registered or certified mail, a copy of any notice or claim of Default served upon Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of Landlord's interests in leases, or otherwise) of the address of such First Mortgage holder.

ARTICLE 21

ESTOPPEL CERTIFICATE

Tenant agrees that, from time to time upon not less than ten (10) days' prior request by Landlord or the holder of any First Mortgage or any ground lessor, Tenant (or any permitted assignee, subtenant, licensee, concessionaire or other occupant of the Premises claiming by, through or under Tenant) will deliver to Landlord, or to the holder of any First Mortgage or any ground lessor, a statement in writing signed by Tenant certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which Tenant began paying Rent and the dates to which the Rent and other charges have been paid; (c) that Landlord is not in Default under any provision of this Lease, or, if in Default, the nature thereof in detail; (d) that the Premises have been completed in accordance with the terms hereof and Tenant is in occupancy and paying Rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of Rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof; and (g) such other matters as may be required by Landlord, the holder of the First Mortgage or any ground lessor.

ARTICLE 22

SUBROGATION AND INSURANCE

22.1 Waiver of Subrogation. Landlord and Tenant shall each procure an appropriate clause in or endorsement to any property insurance covering the Premises and personal property, fixtures and equipment located therein, wherein the insurer waives subrogation or consents to a waiver of right of recovery, and Landlord and Tenant agree not to make any claim against, or seek to recover from, the other for any loss or damage to its property or the property of others resulting from fire or other hazards to the extent covered by the property insurance coverages that were required to be carried by that party under the terms of this Lease and any deductible under such coverage. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any alterations or other improvements to the Premises made by or on behalf of Tenant, (ii) Tenant's personal property, and (iii) any loss suffered by Tenant due to interruption of Tenant's business.

22.2 Tenant's Insurance. Tenant, at its expense, shall obtain and keep in full force and effect during the Term:

(a) a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Premises, under which Tenant is named as the insured and Landlord and other Landlord Indemnitees whose names have been furnished to Tenant are named as additional insureds. Such insurance shall provide primary coverage for the additional insureds and Tenant shall obtain blanket broad-form contractual liability coverage to insure its indemnity obligations set forth in Section 15.4. The minimum limits of liability applying exclusively to the Premises shall be a

combined single limit with respect to each occurrence in an amount of not less than \$5,000,000 (which may be provided under a combination of underlying and umbrella/excess liability policies).

(b) commercial property insurance for the full replacement cost of Tenant's personal property and all alterations and other improvements to the Premises made by or on behalf of Tenant insuring such other risks and perils insurable under then available standard forms of "Special Form Causes of Loss" property insurance policies.

(c) workers' compensation insurance, as required by law.

(d) such other insurance in such amounts (including increases in the limits set forth above) as Landlord may reasonably require from time to time.

22.3 Provisions Applicable to Tenant's Insurance. All insurance required to be carried by Tenant (i) shall contain a provision that (x) no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and (y) shall be non cancellable and/or no material change in coverage shall be made thereto unless Landlord and the additional insureds receive 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) shall be effected under valid and enforceable policies issued by reputable insurers permitted to do business in the State of Illinois and rated in Best's Insurance Guide, or any successor thereto as having a "Best's Rating" of "A-" or better and a "Financial Size Category" of at least "X" or better or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate.

22.4 Certificates of Insurance. On or prior to the Commencement Date and at least 10 days prior to expiration of the insurance policies required to be carried by Tenant under this Lease, Tenant shall deliver to Landlord certificates evidencing such policies of insurance (on the form currently designated "Acord 27" (Evidence of Property Insurance) and "Acord 25-S" (Certificate of Liability Insurance), or the equivalent. Within 10 days after Landlord's request, Tenant shall deliver to Landlord certified copies of such insurance policies.

22.5 Notwithstanding anything in this Section 22.2 to the contrary, if the Tenant hereunder is the Mayor and Alderman of the City of Savannah, then Tenant shall be permitted to self-insure provided Tenant has delivered such evidence as Landlord shall reasonably require of such self-insurance.

ARTICLE 23

NONWAIVER

No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting Landlord's rights under Article 9, it is agreed that no receipt of moneys by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such moneys. It is also agreed that

after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any moneys due, and the payment of said moneys shall not waive or affect said notice, suit or judgment.

ARTICLE 24

BROKERS

Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Lease. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all Losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, and/or the above representation being false.

ARTICLE 25

NOTICES

Except as otherwise expressly provided in this Lease, all consents, notices, demands, requests, approvals or other communications given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by hand (provided a signed receipt is obtained) or if sent by registered or certified mail (return receipt requested) or by a nationally recognized overnight delivery service making receipted deliveries, addressed to Landlord at 131 Technology Circle, Savannah, GA 31407; Attn: Vice President of Manufacturing and Engineering, with a copy to CC Industries, Inc., 222 N. LaSalle Street, Chicago, IL 60601; Attn: Vice President – Real Estate, and to Tenant at: Director, Real Property Service, P.O. box 1027, Savannah, GA 31402 with a copy to City Attorney, P.O. Box 1027, Savannah, GA 31402, prior to the Commencement Date and at the Premises after the Commencement Date, and to any First Mortgagee who shall require copies of notices and whose address is provided to Tenant, or to such other address(es) as Landlord, Tenant or any First Mortgagee may designate as its new address(es) for such purpose by notice given to the other in accordance with the provisions of this Article 25. Any such approval, consent, notice, demand, request or other communication shall be deemed to have been given on the date of receipted delivery or refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice is given, whichever is earlier.

ARTICLE 26

HAZARDOUS MATERIALS PROVISIONS

26.1 Defined Terms.

(a) “Claim” shall mean and include any demand, cause of action, proceeding, or suit for any one or more of the following: (i) actual or punitive damages, losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, (ii) the costs and expenses of site investigations, feasibility studies, information requests, health or risk

assessments, or Response (as hereinafter defined) actions, and (iii) the costs and expenses of enforcing insurance, contribution or indemnification agreements.

(b) "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules in effect and as amended from time to time relating to environmental quality, health, safety, contamination and cleanup, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection Act of Illinois ("IEPA"), Ill. Rev. Stat. ch. 111 1/2, para. 1001 et seq., and state and local superlien and environmental statutes and ordinances, with implementing regulations, rules and guidelines, as any of the foregoing may be amended from time to time. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials (as hereinafter defined).

(c) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA, and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(d) "Manage" or "Management" means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(f) "Response" or Respond" shall mean action taken to correct, remove, remediate, clean up, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

26.2 Tenant's Obligations with Respect to Environmental Matters. During the term of this Lease, (i) Tenant shall comply at its sole cost and expense with all Environmental Laws; (ii) Tenant shall not Manage, or authorize the Management of, any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and prior written approval by Landlord; (iii) Tenant shall not take any action that would subject the Premises to the permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (iv) Tenant shall not dispose of Hazardous Materials in dumpsters provided by Landlord for tenant use; (v) Tenant shall not discharge Hazardous Materials into drains or sewers serving the Premises; (vi) Tenant shall not cause or allow the Release of any Hazardous Materials on, to or from the Premises or surrounding land and (vii) Tenant shall arrange at its sole cost and expense for the lawful transportation and off-site disposal at permitted landfills or other permitted disposal facilities and otherwise in accordance with all applicable Environmental Laws, of all Hazardous Materials that it generates.

26.3 Copies of Notices. During the term of this Lease, Tenant shall provide Landlord promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency, or other federal, state, or local agency or authority, or any other entity or individual, concerning (i) any actual or alleged Release of a Hazardous Material on, to or from the Premises; (ii) the imposition of any lien on the Premises; (iii) any actual or alleged violation of, or responsibility under, any Environmental Laws; or (iv) any actual or alleged liability under any theory of common law tort or toxic tort, including without limitation, negligence, trespass, nuisance, strict liability, or ultrahazardous activity.

26.4 Landlord's Right to Inspect. Landlord and Landlord's employees shall have the right to enter the Premises and conduct appropriate inspections or tests for the purpose of determining Tenant's compliance with Environmental Laws, and (ii) determining the type, kind and quantity of all products, materials and substances brought onto the Premises, or made or produced thereon. Landlord and its agents and representatives shall have the right to take samples in quantities sufficient for analysis of all products, materials and substances present on the Premises including, but not limited to, samples, products, materials or substances brought onto or made or produced on the Premises by Tenant or its agents, employees, contractors or invitees. Tenant agrees to cooperate with such investigations by providing any relevant information requested by Landlord, including, but not limited to, information Landlord requests to comply with the Illinois Responsible Property Transfer Act, Ill. Rev. Stat. ch. 30, para. 901 et seq. (1989), 765 ILCS 90/1 et seq. (1992). Tenant may not perform any sampling, testing, or drilling to locate Hazardous Materials in the Building components on the Premises without the landlord's prior written consent.

26.5 Tests and Reports. Within ten (10) days of Tenant's receipt of a written request by Landlord, Tenant shall provide Landlord with (i) copies of all environmental reports and tests obtained by Tenant; (ii) copies of transportation and disposal contracts (and related manifests, schedules, reports, and other information) entered into or obtained by Tenant with respect to any Hazardous Materials; (iii) copies of any permits issued to Tenant under Environmental Laws with respect to the Premises; (iv) copies of any and all reports, notifications, and other filings made by Tenant to any federal, state, or local environmental authorities or agencies; and (v) any other applicable documents and information with respect to environmental matters relating to the premises. Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other documents necessary to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.

26.6 Tenant's Obligation to Respond. If Tenant's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any Environmental Law, or any common law theory of tort or otherwise; (ii) causes a threat to, or endangers, the public health; or (iii) creates a nuisance or trespass, Tenant shall, at its sole cost and expense, promptly take all applicable action in response so as to comply with all applicable Environmental Laws and eliminate or avoid any liability claim with respect thereto.

26.7 Landlord's Right to Act. In the event that Tenant shall fail to comply with any of its obligations under this Article 26 as and when required hereunder, Landlord shall have the right (but not the obligation) to take such action as is required to be taken by Tenant hereunder and in such event, Tenant shall be liable and responsible to Landlord for all costs, expenses, liabilities, claims and other obligations paid, suffered, or incurred by landlord in connection with such matters. Tenant shall reimburse Landlord immediately upon demand for all such amounts for which Tenant is liable.

26.8 Indemnification. Notwithstanding anything contained in this Lease to the contrary, and to the extent not expressly prohibited by Legal Requirements, Tenant shall reimburse, defend, indemnify and hold Landlord, and its beneficiaries, officers, directors, shareholders, employees, and agents, free and harmless from and against any and all Claims, Response costs, losses, liabilities, damages, costs, and expenses, including, without limitation, loss of rental income, loss due to business interruption, and reasonable attorneys' fees and costs, arising out of or in any way connected with any or all of the following:

(i) any Hazardous Materials which, at any time during the Term, are or were actually or allegedly Managed, generated, stored, treated, released, disposed of or otherwise located on or at the Premises (regardless of the location at which such Hazardous Material are now or may in the future be located or disposed of), including but not limited to, any and all (1) liabilities under any common law theory of tort, nuisance, strict liability, ultrahazardous activity, negligence or otherwise based upon, resulting from or in connection with any Hazardous Material; (2) obligations to take Response, cleanup or corrective action pursuant to any investigation or remediation in connection with the decontamination, removal, transportation, incineration, or disposal of any of the foregoing; and

(ii) any actual or alleged illness, disability, injury, or death of any person; in any manner arising out of or allegedly arisen out of exposure to Hazardous Materials or other substances or conditions present at the Premises, regardless of when any such illness, disability, injury, or death shall have occurred or been incurred or manifested itself; and

(iii) any actual or alleged failure of tenant or the Premises at any time and from time to time to comply with all applicable Environmental Laws, whether before or after the effective date of this Lease; and

(iv) any failure by tenant to comply with its obligations under this Article 26.

In the event any Claims or other assertion of liability shall be made against Landlord for which Landlord is entitled to indemnity hereunder, Landlord shall notify Tenant of such Claim or assertion of liability and thereupon Tenant shall, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. The obligations of Tenant under this Article 26 shall survive any termination or expiration of this Lease.

ARTICLE 27

SECURITY DEPOSIT

27.1 Security Deposit. Simultaneously with Tenant's execution and delivery of this Lease, Tenant shall deposit with Landlord the sum of \$28,780.00 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant Defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may use, apply or retain all or any part of said security deposit for the payment of any Rent and any other sum in Default or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's Default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's Default. If any portion of said security deposit is to be used or applied, Tenant shall deposit cash with Landlord within five (5) days after written demand therefor in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep said security deposit separate from its general funds, and Tenant shall not be entitled to interest on any security deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, said security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within sixty (60) days after the expiration of the Term and Tenant's vacation of the Premises.

27.2 Transfer of Security Deposit. Tenant hereby agrees not to look to any mortgagee as mortgagee, mortgagee-in-possession or successor in title to the Premises for accountability for any security deposit required by Landlord hereunder, unless said sums have actually been received by said mortgagee as security for Tenant's performance of this Lease. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the

Premises in the event that such interest is sold, and, thereupon, Landlord (and its beneficiary, if any) shall be discharged from any further liability with respect to said security deposit.

ARTICLE 28

TITLE AND COVENANT AGAINST LIENS

Landlord's title is and always shall be paramount to the title of Tenant, and nothing in this Lease contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Premises or against Tenant's leasehold interest in the Premises and, in case of any such lien attaching, to immediately pay and remove same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Premises and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If any such liens so attach and Tenant fails to pay and remove same within ten (10) days, Landlord, at its election, may pay and satisfy the same, and in such event the sums so paid by Landlord shall accrue with interest from the date of payment at the Interest Rate. Such sums shall be deemed to be additional rent due and payable by Tenant at once without notice or demand.

ARTICLE 29

AMERICANS WITH DISABILITIES ACT

The parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Premises depending on, among other things: (1) whether Tenant's business operations are deemed a "place of public accommodation" or a "commercial facility," (2) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. The parties acknowledge and agree that Tenant has been provided an opportunity to inspect the Premises sufficient to determine whether or not the Premises in their condition current as of the date hereof deviate in any manner from the ADA Accessibility Guidelines ("ADAAG") or any other requirements under the ADA pertaining to the accessibility of the Premises. Tenant further acknowledges and agrees that except as may otherwise be specifically provided herein, Tenant accepts the Premises in "AS-IS" condition and agrees that Landlord makes no representation or warranty as to whether the Premises conforms to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Premises. Tenant shall be solely responsible for all other requirements under the ADA relating to the Tenant or any Tenant Party, operations of the Tenant or any Tenant Party, or the Premises, including, without limitation, requirements under Title I of the ADA pertaining to Tenant's employees.

ARTICLE 30

MISCELLANEOUS

30.1 Delivery, Counterparts, Recording. This Lease shall not be binding upon Landlord or Tenant unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant. This Lease may be executed in 2 or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. Landlord and Tenant acknowledge and agree that, notwithstanding any law or presumption to the contrary, an electronic (transmitted by electronic mail in a PDF format) or telefaxed signature of either party upon this Lease shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature. Landlord and Tenant (i) intend to be bound by the signatures to this Lease sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. Neither this Lease nor a memorandum thereof shall be recorded, except as otherwise set forth herein.

30.2 Entire Document. This Lease (including any Schedules and Exhibits referred to herein and all supplementary agreements provided for herein) contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease. All of the Schedules and Exhibits attached hereto are incorporated in and made a part of this Lease, provided that in the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the Schedules and Exhibits hereto, the terms and provisions of this Lease shall control.

30.3 Unenforceability. If any provision of this Lease, or its application to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

30.4 Certain Interpretational Rules. For purposes of this Lease, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Lease shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

30.5 Parties Bound and Survival. To the extent not expressly prohibited by Legal Requirements, the terms, covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, to their respective legal representatives, successors, and assigns. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this

Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the foregoing, the rights and obligations of the parties under any indemnity under this Lease, and with respect to any Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

30.6 Inability to Perform. This Lease and the obligation of Tenant to pay Rent and to perform all of the other covenants and agreements of Tenant hereunder shall not be affected, impaired or excused by any strikes, labor troubles or by accident, or by any cause whatsoever beyond Landlord's reasonable control, including governmental preemption in connection with a national emergency, Requirements or shortages, or unavailability of labor, fuel, steam, water, electricity or materials, or delays caused by Tenant, utility companies, mechanical breakdown, acts of God, enemy action, civil commotion, fire or other casualty (collectively, each of the foregoing and "Unavoidable Delay"). Landlord shall use reasonable efforts to promptly notify Tenant of any Unavoidable Delay which prevents Landlord from fulfilling any of its obligations under this Lease.

30.7 Time of Essence. Time is of the essence of this Lease and of all provisions hereof.

30.8 No Representations. Except as expressly set forth herein, Landlord and Landlord's agents have made no warranties, representations, statements or promises with respect to the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. Tenant is entering into this Lease after full investigation and is not relying upon any statement or representation made by Landlord not embodied in this Lease.

30.9 Waiver of Trial by Jury. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.

30.10 Waiver of Counterclaim. If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any counterclaim of any nature or description in any such proceeding (unless failure to interpose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant.

30.11 FF&E. Tenant shall be entitled to use the furniture, fixtures and equipment located in the Building on the Effective Date ("FF&E") during the Term. Landlord makes no representation or warranties whatsoever with respect to the FF&E, including without limitation any representation or warranty of condition, merchantability or fitness for a particular purposes. Title to the FF&E shall remain in Landlord's name, but for all other purposes under this Lease, the FF&E shall otherwise be deemed Tenant's personal property. Tenant shall be responsible for all maintenance, repair and replacement of the FF&E and for insuring the FF&E. Upon

termination of the Lease or Tenant's possession of the Premises, Tenant shall return the FF&E to Landlord in good condition, normal wear and tear excepted.

ARTICLE 31

LANDLORD LIABILITY

31.1 Transfer of Premises. Landlord's obligations under this Lease shall not be binding upon the then Landlord hereunder after the sale, conveyance, assignment or transfer (collectively, a "Property Transfer") by such Landlord (or upon any subsequent landlord after the Property Transfer by such subsequent landlord) of its interest in the Premises, and in the event of any such Property Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of the Property Transfer and the transferee of Landlord's interest (or that of such subsequent Landlord) in the Premises, as the case may be, shall be deemed to have assumed all obligations under this Lease arising from and after the date of the Property Transfer.

31.2 Limitation on Landlord's Liability. The liability of Landlord for Landlord's obligations under this Lease shall be limited to Landlord's interest in the Premises and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "Landlord Parties") in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Landlord Parties shall be personally liable for the performance of Landlord's obligations under this Lease. In no event shall Landlord be liable for, and Tenant, on behalf of itself and all other Tenant Parties, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease.

31.3 Landlord's Liability. In no event shall Landlord be liable for, and Tenant, on behalf of itself and all other Tenant Parties, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease.

ARTICLE 32

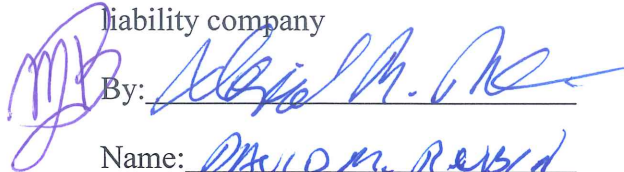
CERTAIN REPRESENTATIONS OF TENANT

Tenant hereby represents and warrants that: (i) Tenant has the municipal power to enter into and perform its obligations under this Lease; (ii) this Lease has been authorized by all necessary municipal action; (iii) this Lease is binding on and enforceable against the Tenant, and that the Landlord may bring an action for enforcement of this Lease against Tenant in a federal or state court located in Chatham County, Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written above.

LANDLORD:

GREAT DANE LLC, a Delaware limited liability company

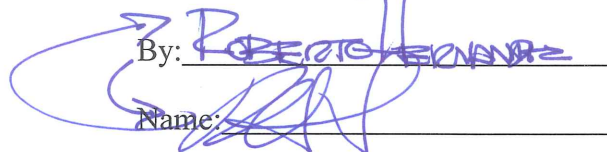
By:  _____

Name: DAVID M. REBID

Its: VIC PRESIDENT

TENANT:

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation of the State of Georgia

By:  _____

Name: _____

Its: CITY MANAGER

Exhibit A

SITE PLAN

