

STANDARD OFFICE LEASE

Lake Pointe Center 3

8470 Allison Pointe Blvd.

Indianapolis, Indiana 46250

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into between
E-L Allison Pointe II, LLP ("Landlord") and Etranco, Inc. and Subsidiaries ("Tenant").

WITNESSETH:

1. **Premises and Term.** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions, and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby accepts and leases from Landlord, the following described space, to wit: approximately 16,079 rentable square feet of office space as shown and outlined in red on the plan attached hereto as Exhibit A (the "leased premises") which is located in the building commonly known as Lake Pointe Center 3, 8470 Allison Pointe Blvd., Indianapolis, Indiana, (the "Building"), situated on the real property described in Exhibit B attached hereto (the "Property"). The leased premises shall be used for the following purposes and no others: General office space for corporate and executive offices.

TO HAVE AND TO HOLD the same for a term of one hundred twenty (120) months commencing as of the estimated completion date of July 1, 2001 and ending June 30, 2011 unless terminated or extended pursuant to any provision hereof. Tenant acknowledges that no representations as to the repair of the leased premises, nor promises to alter, remodel or improve the leased premises have been made by Landlord, unless such are expressly set forth in this lease.

If this lease is executed before the leased premises become vacant or otherwise available and ready for occupancy, or if any present tenant or occupant of the leased premises holds over, and Landlord cannot, using good faith efforts, acquire possession of the leased premises prior to the date above recited as the commencement date of this lease, Landlord shall not be deemed to be in default, nor in any way liable to Tenant because of such failure, and Tenant agrees to accept possession of the leased premises at such time as Landlord is able to tender the same, which date shall thenceforth be deemed the "commencement date"; and the term of this lease shall automatically be extended so as to include the full number of months hereinbefore provided, (with the exception that if the premises are not available for occupancy by August 1, 2001 and Landlord is unable to allow Tenant occupancy of the space on or before August 27, 2001, Tenant shall have the right to terminate this lease by written notice thereof to Landlord unless delay of the delivery of the premises is caused by Tenant or by Tenant's selection of materials which are not already specified on the plan or work letter attached hereto as Exhibit C in which case Tenant shall not have the right to terminate this lease agreement) except that if the commencement date is other than the first day of a calendar month, such term shall also be extended for the remainder of the calendar month in which possession is tendered. Landlord hereby waives payment of rent (including such portion of the additional rent which is related to Tenant's use and occupancy of the leased premises) covering any period prior to such tendering of the leased premises.

In the event that Tenant's possession is delayed because Landlord has not sufficiently completed the Building or the leased premises, the commencement date shall be the date upon which the Building, other improvements on the Property and the leased premises have been substantially completed in accordance with the plans and specifications of Landlord (other than any work which cannot be completed on such date provided such incompleteness will not substantially interfere with Tenant's use of the leased premises); provided, however, that if Landlord shall be delayed in such substantial completion as a result of: (i) Tenant's failure to agree to plans and specifications; (ii) Tenant's request for materials, finishes or installations other than Landlord's standard; (iii) Tenant's changes in plans; or (iv) the performance or completion by a party employed by Tenant, the commencement date and the payment of rent hereunder shall be accelerated by the number of days of such delay. Landlord shall notify Tenant in writing as

soon as Landlord deems the Building, other improvements, and the leased premises to be completed and ready for occupancy as aforesaid and Tenant shall then have a right to promptly inspect the premises. In the event that the Building, other improvements, or the leased premises have not in fact been substantially completed as aforesaid, Tenant shall notify Landlord in writing of its objections, to the best of Tenant's knowledge, within five (5) days after Tenant receives the aforesaid notice from Landlord. Landlord shall have reasonable time after delivery of such notice in which to take such corrective action as Landlord deems necessary and shall notify Tenant in writing as soon as it deems such corrective action, if any, has been completed so that the Building, other improvements, and the leased premises are completed and ready for occupancy.

The taking of possession by Tenant shall be deemed conclusively to establish that the Building, other improvements, and the leased premises have been completed in accordance with the plans and specifications and are in good and satisfactory condition as of when possession was so taken (except for minor punchlist repair items for which Landlord shall diligently pursue the correction thereof, except for latent defects in construction, and except for such items as Landlord is permitted to complete at a later date, which items shall be specified by Landlord to Tenant in writing). Upon such "commencement date" Tenant shall execute and deliver to Landlord a letter of acceptance of delivery of the leased premises, such letter to be on Landlord's standard form therefor. In the event of any dispute as to when and whether the work performed or required to be performed by Landlord has been substantially completed, the certificate of an A.I.A. registered architect (the selection of which is reasonably satisfactory to both Landlord and Tenant) or a temporary or final certificate of occupancy issued by the local governmental authority shall be conclusive evidence of such completion, effective on the date of the delivery of a copy of any such certificate to Tenant.

2. Base Rent.

A. Tenant agrees to pay to Landlord for the leased premises in lawful money of the United States base rent for the entire term hereof at the rate of THREE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED FORTY FOUR DOLLARS (\$335,244.00) per annum ("annual base rent"), in equal monthly installments of TWENTY SEVEN THOUSAND NINE HUNDRED THIRTY SEVEN Dollars (\$27,937.00) per month, in advance, except that the monthly installment shall escalate as described in Paragraph 3 of this lease agreement. Thereafter one such monthly installment shall be due and payable without demand on or before the first day of each calendar month succeeding the commencement date; further provided, that the rental payment for any fractional calendar month at the commencement or end of the lease term shall be prorated.

B. Intentionally omitted.

3. Adjustments to Base Rent. Tenant's monthly installment of the annual base rental payment shall escalate according to the following schedule:

Months 1 – 12	Twenty Seven Thousand Nine Hundred Thirty Seven Dollars (\$27,937.00)
Months 13 – 24	Twenty Eight Thousand Three Hundred Fifty Six Dollars (\$28,356.00)
Months 25 – 36	Twenty Eight Thousand Seven Hundred Eighty Two Dollars (\$28,782.00)
Months 37 - 48	Twenty Nine Thousand Two Hundred Thirteen Dollars (\$29,213.00)
Months 49 – 60	Twenty Nine Thousand Six Hundred Fifty Two Dollars (\$29,652.00)
Months 61 – 72	Thirty Thousand Ninety Six Dollars (\$30,096.00)
Months 73 – 84	Thirty Thousand Five Hundred Forty Eight (\$30,548.00)
Months 85 – 96	Thirty One Thousand Six Dollars (\$31,006.00)
Months 97 – 108	Thirty One Thousand Four Hundred Seventy One Dollars (\$31,471.00)
Months 109 – 120	Thirty One Thousand Nine Hundred Forty Three Dollars (\$31,943.00)

4. Taxes.

A. Landlord agrees to pay all general and special taxes, assessments and governmental charges of any kind and nature whatsoever (collectively "taxes") lawfully levied against the Property, the Building, and the grounds, parking areas, driveways and alleys around the Building. If for any real estate tax year applicable to the term hereof (or any extension of such

term), such taxes payable for such tax year shall exceed the sum of ONE HUNDRED THIRTY THREE THOUSAND SEVEN HUNDRED FIFTY EIGHT AND 00/100 DOLLARS (\$133,758.00) ("Landlord's Share"), Tenant shall pay to Landlord as additional rent upon demand at the time the bill for such tax year issues, its proportionate share, as defined in Paragraph 25J of the amount of such excess applicable to each installment less any monthly payments paid by Tenant as provided below for such tax year. Upon the issuance of the bill for taxes to be paid in the calendar year in which the commencement date falls and upon the issuance of the bill in each succeeding year, Tenant shall, upon Landlord's request, commencing with the first day of the month next succeeding the date on which the first installment of such bill is due without penalty and on the first day of each of the next eleven (11) months, pay as additional rent, and not as a deposit, one-twelfth (1/12th) of its proportionate share of the amount by which the taxes paid in such calendar year exceeded Landlord's Share. In addition, Tenant shall pay upon demand its proportionate share of any contingent fees, expenses and costs incurred by Landlord in protesting any assessments, levies or the tax rate, to the extent that such fees, expenses and costs generate a savings in assessments, levies or the tax rate equal to or greater than such fees, expenses and costs.

B. If at any time during the term of this lease, the present method of property taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments or governmental charges levied, assessed or imposed on real estate and the improvements thereon for the purpose now or in the future served by the current property tax, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents for the present or any future building on the Property, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "taxes" for the purposes hereof, but shall not include taxes, assessments or governmental charges levied specifically for the purpose of taxing income, inheritance or transfer of mortgages.

Any payment to be made pursuant to this Paragraph 4 with respect to the real estate tax year in which this lease commences or terminates shall be prorated.

5. Operating Cost Escalation.

A. If, in any calendar year falling partly or wholly within the term of this lease, Operating Costs (as hereinafter defined) paid or incurred by Landlord shall exceed the sum of THREE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED NINETY FIVE DOLLARS (\$334,395.00), Tenant shall pay upon demand to Landlord for such year as additional rent its proportionate share of such excess calculated on the basis of the ratio set forth in Paragraph 25J

As used in this lease, the term "Operating Costs" shall mean any and all expenses, costs and disbursements (other than taxes) of any kind and nature whatsoever incurred by Landlord in connection with the ownership, leasing, management, maintenance, operation and repair of the Building or the Property or any improvements situated on the Property (including, without limitation, the costs of maintaining and repairing parking lots, parking structures, and easements, property management fees, increased interest costs as specified below, salaries, fringe benefits and related costs, insurance costs of every kind and nature, heating and air conditioning costs, leased and common area electricity and other utility costs, light bulbs, light tubes and light fixture starters, and the costs of routine repairs, maintenance and decorating) which Landlord shall pay or become obligated to pay in respect of a calendar year (regardless of when such operating costs were incurred), except the following: (i) costs of alterations of tenants' premises; (ii) costs of capital improvements and costs of curing construction defects; (iii) depreciation of capital improvements, except for amortization of the cost of any capital improvement made after the date of this lease which reduces Operating Costs (to the extent that such depreciation is equal to or less than such reduction of Operating Costs), or which is required under any governmental law, regulation, or ordinance which was not applicable to the Building or Property as of the date of this lease, which shall be the only capital improvements included in Operating Costs (for this purpose, annual amortization shall be based on the useful life of any such improvement as reasonably determined by Landlord in accordance with generally accepted accounting principles, and interest on the undepreciated cost of any such improvement (at the prevailing construction loan rate available to Landlord on the date the cost of such improvement was incurred) shall also

be included in Operating Costs; (iv) interest and principal payments on mortgages, and other debt costs; (v) real estate brokers' leasing commissions or compensation; (vi) any cost or expenditure (or portion thereof) for which Landlord is reimbursed, whether by insurance proceeds or otherwise; (vii) cost of any service furnished to any other tenant of the Building for which Landlord is reimbursed by such tenant; and (viii) that portion, if any, of any payment for goods or services to an affiliate of Landlord in excess of the amount customarily charged in arms length transactions for providing comparable goods or scope of services to comparable properties in the relevant region. In the event Landlord elects to self insure, insure with a deductible in excess of \$1,000 or obtain insurance coverage in which the premium fluctuates in proportion to losses incurred, then Landlord shall estimate the amount of premium that Landlord would have been required to pay to obtain insurance coverage (or insurance coverage without such provisions) with a recognized carrier and such estimated amount shall be deemed to be an Operating Cost. Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies which insure other properties as well as the Building and said allocated amount shall be deemed to be an Operating Cost.

In the event during all or any portion of any calendar year the Building is not fully rented and occupied, Landlord may elect to make an appropriate adjustment in Operating Costs for such year, employing sound accounting and management principles, to determine Operating Costs that would have been paid or incurred by Landlord had the Building been fully rented and occupied and the amount so determined shall be deemed to have been Operating Costs for such year.

B. During December of each year or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of amounts payable under subparagraph A above for the ensuing calendar year. On or before the first day of each month thereafter, Tenant shall pay to Landlord as additional rent one-twelfth (1/12th) of such estimated amounts, provided that if such notice is not given in December, Tenant shall continue to pay on the basis of the prior year's estimate until the first day of the month after the month in which such notice is given. If at any time it appears to Landlord, in its reasonable discretion, that the amounts payable under subparagraph A above for the then current calendar year will vary from its estimate by more than five percent (5%), Landlord may, by written notice to Tenant, revise its estimate for such year, and subsequent payments by Tenant for such year shall be based upon such revised estimate.

Within ninety (90) days after the close of each calendar year or as soon thereafter as practicable, Landlord shall deliver to Tenant a statement showing the total amounts payable under subparagraph A above and Tenant's proportionate share thereof. If such statement shows an amount due from Tenant that is less than the estimated payments previously paid by Tenant, Landlord shall credit such excess to the next installment of base rent payable hereunder or pay such excess, if within the last year of Tenant's term hereunder, directly to Tenant. If such statement shows an amount due from Tenant that is more than the estimated payments previously paid by Tenant, Tenant shall pay the deficiency to Landlord, as additional rent, within thirty (30) days after delivery of the statement.

C. Tenant or its representatives shall have the right to audit Landlord's books and records of Operating Expenses during normal business hours within twenty (20) days following the furnishing of the statement to Tenant. Unless Tenant takes written exception to any item within thirty (30) days following the furnishing of the statement to Tenant (which item shall be paid in any event), such statement shall be considered as final and accepted by Tenant.

D. If Landlord selects the accrual accounting method rather than the cash accounting method for operating expense purposes, Operating Costs shall be deemed to have been paid when such expenses have accrued.

6. **Excess Electric Service.** Landlord shall cause the electric utility to furnish to the leased premises electric current for lighting (together with bulbs, tubes and starters to be furnished by Landlord), air conditioning and office machines such as personal computers and peripherals, typewriters, adding machines, copying machines, calculators and machines of similar low electrical consumption, all in sufficient quantity and at such voltage as is reasonable, normal and appropriate for use of the leased premises as general office space. To the extent Tenant is not billed directly by a public utility, Tenant shall pay, upon demand, as additional rent (in addition to its proportionate share of Operating Costs) for all electricity used by Tenant in

excess of the amount of electricity which Landlord determines to be reasonable for use of the leased premises as general office space, or if Tenant connects with electric current (except through existing electrical outlets in the leased premises) any apparatus or device for the purpose of using electric current. If Tenant shall require electric current in excess of that which is reasonably obtainable from existing electric outlets and normal for use of the leased premises as general office space, then Tenant shall first procure the consent of Landlord (which consent will not be unreasonably withheld), and shall pay, as additional rent (a) all costs of installation of all facilities necessary to furnishing such excess capacity and (b) for all such excess electricity usage, based upon an electrical survey or other reasonable method of determination by Landlord of the cost thereof. Landlord's determination of what is reasonable, normal and appropriate electrical consumption for general office use in the Building may be based on any reasonable method, including industry standards or an electrical survey of usage in the Building, so long as Landlord's determination is uniformly applied to Building tenants.

Interruptions of any service resulting from any cause (other than the gross negligence or willful misconduct of Landlord) shall not be deemed an eviction or disturbance of Tenant's use and possession of the leased premises or any part thereof, or render Landlord liable for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this lease. In the event that an interruption of service renders the premises or a portion thereof untenable or substantially interferes with Tenant's ability to conduct its normal business operations and such interruption is due to Landlord's gross negligence or willful misconduct, and such interruption continues for at least three consecutive business days, Tenant shall have the right to a rental abatement in the proportion that the untenable space bears to the total leased premises, from the expiration of such three day period until the leased premises (or the untenable portion thereof) shall be made tenantable.

7. Alterations. Landlord agrees to install at Landlord's cost and expense the building standard improvements as described in Exhibit C attached hereto. All other improvements to the leased premises shall be installed at the cost and expense of Tenant (which cost shall be payable on demand by Landlord as additional rent), but only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, and only by Landlord or by contractors and subcontractors approved in writing by Landlord (which approval shall not be unreasonably withheld). In connection with any request for an approval of alterations by Tenant, Landlord may retain the services of an architect and/or engineer and Tenant shall reimburse Landlord for the reasonable fees of such architect and/or engineer. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the term of this lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions (exclusive of portable, movable partitions or cubicles) erected by Tenant and restore the leased premises to its original condition by the date of termination of this lease or upon earlier vacating of the leased premises; provided, however, that, if at such time Landlord so elects by notifying Tenant at the time of approval that alterations can be made, such alterations, additions, improvements and partitions shall become the property of Landlord as of the date of termination of this lease or upon earlier vacating of the leased premises and title shall pass to Landlord under this lease as by a bill of sale. All such removals and restoration shall be accomplished in a good workmanlike manner by contractors approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed, so as not to damage the leased premises or the Building. All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with all governmental laws, ordinances, rules and regulations and Tenant shall, prior to construction, provide such assurances to Landlord, including but not limited to, waivers of lien, surety company performance bonds and personal guaranties of individuals of substance, as Landlord shall reasonably require to assure payment of the costs thereof and to protect Landlord against any loss from any mechanics', laborers', materialmen's or other liens.

8. Service. Landlord agrees to furnish Tenant, while occupying the leased premises, water, hot, cold and refrigerated at those points of supply provided for general use of tenants; heated and refrigerated air conditioning in season at such times as Landlord normally furnishes these services to all tenants of the Building, and at such temperatures and in such amounts as are in accordance with any applicable statutes, rules or regulations and are considered by Landlord to be standard, such service at other times and on Saturday, Sunday, and holidays to be optional on the part of Landlord (Landlord hereby reserves the right to charge Tenant for any such

optional service requested by Tenant on such basis as Landlord, in its sole discretion, determines); janitor service to the leased premises on weekdays other than holidays and such window washing as may from time to time in the Landlord's judgment be reasonably required; operatorless passenger elevators for ingress and egress to the floor on which the leased premises are located, provided Landlord may reasonably limit the number of elevators to be in operation on Saturdays, Sundays, and holidays; but failure to any extent to furnish or any stoppage or interruption of these defined services, resulting from any cause, shall not render Landlord liable in any respect for damages to any person, property, or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. Should any equipment or machinery furnished by Landlord cease to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom. Whenever heat generating machines or equipment are used by Tenant in the leased premises which affect the temperature otherwise maintained by the air conditioning equipment, Landlord reserves the right to install supplementary air conditioning units in the leased premises (or for the use of the leased premises) and the expense of such purchase, installation, maintenance, repair and operation shall be paid by Tenant upon demand as additional rent. Landlord shall operate the building consistent with the standards for operating similar buildings in the Greater Indianapolis Metropolitan Area.

Tenant shall not provide any janitorial services without Landlord's written consent and then only subject to supervision of Landlord and by a janitorial contractor or employees at all times satisfactory to Landlord. Any such services provided by Tenant shall be Tenant's sole risk and responsibility.

9. Use of Premises.

A. Tenant will not occupy or use, nor permit any portion of leased premises to be occupied or used, for any business or purpose other than that described above or for any use or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will render void or in any way increase the rate of insurance on the Building or its contents, and Tenant, shall immediately cease and desist from such use, paying all costs and expense resulting therefrom. Although Tenant is engaged in the trucking business, Tenant acknowledges and agrees that this Lease is for corporate and executive offices only, and that no trucks shall be parked or brought onto the Property at any time whatsoever, except moving vans in connection with moving Tenant's personal property and fixtures into and out of the Premises, and then only at such times and in such locations as shall be authorized by Landlord.

B. Tenant shall at its own cost and expense promptly obtain any and all licenses and permits necessary for any permitted use. Landlord represents and warrants to Tenant that at the time of execution of this Lease Agreement: i) the building is constructed in compliance with current codes and building regulations, and ii) the property is zoned for general office use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use and its occupancy of the leased premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the leased premises, all at Tenant's sole expense. If, as a result of any change in the governmental laws, ordinances, and regulations, the leased premises must be altered to lawfully accommodate Tenant's use and occupancy, such alterations shall be made only with the consent of Landlord, but the entire cost shall be borne by Tenant; provided, that, the necessity of Landlord's consent shall in no way create any liability against Landlord for failure of Tenant to comply with such laws, ordinances and regulations.

C. Tenant will maintain the leased premises (including all fixtures installed by Tenant, water heaters within the leased premises and plate glass) in good repair, reasonable wear and tear, and damage by fire or other casualty to the extent covered by insurance policies required under this lease agreement (unless caused by Tenant's negligence or willful misconduct), excepted, and in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to condition, or occupancy of the leased premises. Any repairs or replacements shall be with materials and workmanship of the same character, kind and

quality as the original. Tenant will not, without the prior written consent of Landlord, paint, install lighting or decorations, or install any signs, window or door lettering or advertising media of any type on or about the leased premises.

D. Tenant will conduct his business and control his agents, employees and invitees in such a manner as not to create any nuisance, nor interfere with, annoy, or disturb other tenants or Landlord in the management of the Building.

E. Tenant shall pay upon demand as additional rent the full cost of repairing any damage to the leased premises, Building or related facilities resulting from and/or caused in whole or in part by the negligence or misconduct of Tenant, its agents, servants, employees, patrons, customers, or any other person entering upon the Property as a result of Tenant's business activities or resulting from Tenant's default hereunder, to the extent not covered by Landlord's insurance

F. Tenant and Tenant's agents, employees, and invitees will comply fully with all rules and regulations of the Building, parking area and related facilities which are described in Exhibit D attached hereto. Landlord shall at all times have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for the safety, care, and cleanliness of the Building and for the preservation of good order therein. Copies of all rules and regulations, changes, and amendments will be forwarded to Tenant in writing and shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with such rules and regulations by Tenant's employees, servants, agents and visitors. Landlord shall enforce all such rules and regulations in a uniform and non-discriminatory manner.

G. At termination of this lease, upon its expiration or otherwise, Tenant shall deliver up the leased premises with all improvements located thereon (except as herein provided) in good repair and condition, reasonable wear and tear, damage by fire or other casualty to the extent covered by insurance policies required under this lease agreement (unless caused by Tenant's gross negligence or willful misconduct), excepted, broom clean and free of all debris.

10. Inspections. Landlord shall have the right to enter the leased premises at any reasonable time and upon reasonable notice (except in the event of an emergency for which no notice shall be required), for the following purposes: (i) to ascertain the condition of the leased premises; (ii) to determine whether Tenant is diligently fulfilling Tenant's responsibilities under this lease; (iii) to clean and to make such repairs as may be required or permitted to be made by Landlord under the terms of this lease; (iv) to show the Building to a potential purchaser or mortgagee; or (v) to do any other act or thing which Landlord deems reasonable to preserve the leased premises and the Building. During the six (6) months prior to the end of the term hereof and at any time Tenant is in default hereunder, Landlord shall have the right to enter the leased premises, subject to reasonable notice, at any reasonable time during business hours for the purpose of showing the leased premises. Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating and shall arrange to meet with Landlord for a joint inspection of the leased premises. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the leased premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

11. Assignment and Subletting.

A. Except as otherwise provided herein, Tenant shall not have the right to assign or pledge this lease or to sublet the whole or any part of the leased premises, whether voluntarily or by operation of law, or permit the use or occupancy of the leased premises by anyone other than Tenant, without the prior written consent of Landlord, and such restrictions shall be binding upon any assignee or subtenant to which Landlord has consented. In the event Tenant desires to sublet the leased premises, or any portion thereof, or assign this lease, Tenant shall give written notice thereof to Landlord within a reasonable time prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. Notwithstanding any permitted

assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this lease. Upon the occurrence of an "event of default" (as hereinafter defined), if the leased premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. Tenant shall pay to Landlord, on demand, a reasonable service charge for the processing of the application for the consent and for the preparation of the consent. Such service charge shall be collectible by Landlord only where consent is granted by Landlord.

B. The term "assignment" as used herein, shall be deemed to include any transaction or series of related transactions which results in the transfer of control of Tenant (including, without limitation the following if such results in the transfer of control of Tenant: (a) any merger, consolidation, sale of assets, dissolution or reorganization of Tenant whether voluntary, involuntary, or by operation of law; (b) any issuance, sale, gift, transfer, or redemption of any capital stock of Tenant, whether voluntary, involuntary, or by operation of law; or (c) any combination of any of the foregoing transactions). For purposes of this Paragraph 11, "control" of a corporation or entity means the direct or indirect power, whether through ownership, contractual or other rights to vote a sufficient number of voting shares, or otherwise, to elect a majority of the directors or otherwise to direct the management and policies of such corporation or other entity; provided that if Tenant at any time is a corporation having publicly traded shares, then any transaction or series of transactions involving any person or group of affiliated persons acquiring less than ten percent (10%) of Tenant's outstanding shares shall be deemed not to constitute a transfer of control for this purpose.

C. Notwithstanding the foregoing provisions, no approval by Landlord shall be required in the case of:

(a) any sublease by Tenant of all or a portion of the leased premises to a corporation or other entity that controls, is controlled by, or is under common control with Tenant, provided that (i) Tenant gives written notice to Landlord of each such sublease, including a copy of the sublease agreement, within thirty (30) days after the effective date thereof, and (ii) Tenant shall remain fully and primarily liable for the payment and performance of all obligations hereunder, as provided in Paragraph 11.A above; or

(b) any merger, consolidation, reorganization or other transaction of similar character involving Tenant into or with another corporation or other entity, or a sale of all or substantially all of Tenant's assets to a single purchaser (including the sale or transfer of capital stock between existing partners) (collectively, a "Corporate Reorganization"), provided that: (i) Tenant is not in default under this Lease at the time of such Corporate Reorganization; (ii) in connection with the Corporate Reorganization, the surviving, successor or transferee corporation or other entity ("Successor Tenant") that directly or indirectly succeeds to, owns or controls and continues all or substantially all of Tenant's assets and business operations (as existing immediately prior to the Corporate Reorganization) agrees, in writing, to assume, comply with, and be bound by all terms, provisions, and conditions of this Lease ("Assumption Agreement"); (iii) immediately following such Corporate Reorganization, the Successor Tenant has (x) a net worth of not less than that of Tenant at the time of execution of this Lease Agreement ("Net Worth Test") and (y) a debt/equity ratio of 1:1 ("Debt Equity Ratio Test"), or an unsecured debt rating by Standard & Poor's of A or higher ("Credit Rating Test") (the Net Worth Test, Debt Equity Ratio Test and Credit Rating Test are collectively referred to herein as the "Financial Tests"); and (iv) the Tenant or Successor Tenant, not less than ten (10) days after the effective date of the Corporate Reorganization, provides written notice to Landlord of the Corporate Reorganization, accompanied by true and accurate copies of the executed Assumption Agreement and Corporate Reorganization documents or other evidence reasonably satisfactory to Landlord that the terms and provisions of this subparagraph have been satisfied; and upon full satisfaction of the terms and conditions of this Paragraph 11.C(b), Tenant shall be deemed released from its obligations under this Lease. In the event such Successor Tenant does not satisfy the Financial Tests, Landlord's approval shall be required by Tenant for an assignment to such Successor Tenant;

provided, however, Landlord's approval shall not be withheld with respect to a Successor Tenant that does not satisfy the Financial Tests if such Successor Tenant possesses creditworthiness that is satisfactory to Landlord in the exercise of its reasonable discretion, and the standard by which such creditworthiness shall be deemed to be reasonably satisfactory to Landlord shall be the standard that Landlord then employs for evaluating the creditworthiness of new prospective tenants similarly situated and leasing an area of similar size for the Building.

D. In addition to, but not in limitation of, Landlord's right to approve of any subtenant or assignee, Landlord shall have the option, in its sole discretion, in the event of any proposed subletting or assignment (except as in compliance with the terms of Paragraph 11.C), to terminate this lease, or in the case of a proposed subletting of less than the entire leased premises, to recapture the portion of the leased premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised, if at all, by Landlord giving Tenant written notice thereof within sixty (60) days following Landlord's receipt of Tenant's written notice as required above. If this lease shall be terminated with respect to the entire leased premises pursuant to this paragraph, the term of this lease shall end on the date stated in Tenant's notice as the effective date of the sublease or assignment as if that date had been originally fixed in this lease for the expiration of the term hereof. If Landlord recaptures under this paragraph only a portion of the leased premises, the rent during the unexpired term shall abate proportionately based on the rent contained in this lease as of the date immediately prior to such recapture. Tenant shall, at Tenant's own cost and expense, discharge in full any outstanding commission obligation reasonably incurred on the part of Landlord with respect to this lease, and any commissions which may be due and owing as a result of any proposed assignment or subletting, whether or not the leased premises are recaptured pursuant hereto and rented by Landlord to the proposed tenant or any other tenant. In the event of a recapture of a portion of the leased premises by Landlord pursuant to the terms of this paragraph, Tenant shall pay all costs associated with the separation of the recaptured premises from the portion not recaptured, including, but without limitation, all demising partitions, changes in lighting and HVAC distribution systems and all reasonable architects and/or engineering fees.

E. Any assignment or subletting by Tenant pursuant to Paragraph 11A of all or any portion of the leased premises, or termination of the lease for a portion of the leased premises pursuant to Paragraph 11, shall automatically operate to terminate each and every right, option, or election, if any exist, belonging to Tenant including by way of illustration, but not limitation, any option to expand its premises,— i.e. such rights and options shall cease as to both space sublet or assigned and as to any portion of the original leased premises retained by Tenant. The provisions of this Paragraph 11.E shall not apply to any sublease or assignment by Tenant in compliance with the terms of Paragraph 11.C.

F. Tenant acknowledges that Landlord has the exclusive right to demise premises within the Building; therefore, Tenant hereby covenants that Tenant shall not sublease as sublessee, or take any assignment of, any space within the Building without the prior written consent of Landlord, which consent shall be withheld or granted in the absolute and unrestricted discretion of Landlord.

12. Fire and Casualty Damage.

A. If the Building or leased premises are rendered partially or wholly untenable by fire or other casualty, and if such damage cannot, in Landlord's reasonable estimation, be materially restored within one hundred eighty (180) days of such damage, then Landlord shall provide written notice of such determination (the "Restoration Time Notice") within sixty (60) days after the date of such fire or casualty, and either Landlord or Tenant may, at its option, terminate this lease as of the date of such fire or casualty. Landlord shall exercise its option provided herein by written notice to Tenant within said sixty (60) day period following such fire or other casualty, and Tenant shall exercise its option to terminate provided herein by written notice to Landlord within thirty(30) days after its receipt of Landlord's Restoration Time Notice. For purposes hereof, the Building or leased premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the leased premises for the purpose for which it was then being used and quality of finish in the leased premises is substantially similar to that of the leased premises prior to such fire or casualty.

If this lease is not terminated pursuant to this Paragraph 12, then Landlord shall proceed with all due diligence to repair and restore the Building, improvements or leased premises, as the case may be (except that Landlord or Tenant may elect not to rebuild if such damage occurs during the tenth year of this ten year lease term exclusive of any option which is unexercised at the date of such damage.

B. If this lease shall be terminated pursuant to this Paragraph 12, the term of this lease shall end on the date of such damage as if that date had been originally fixed in this lease for the expiration of the term hereof. If this lease shall not be terminated by Landlord pursuant to this Paragraph 12 and if the leased premises is untenantable in whole or in part following such damage, the rent payable during the period in which the leased premises is untenantable shall be reduced in the proportion that the untenantable space bears to the total leased premises, provided that, if Tenant's (including its employees, agents, customers or invitees), action or inaction shall result in a lack of coverage by Landlord's rent interruption insurance, there shall be no such reduction in rent. , In the event that Landlord should fail to complete such repairs and material restoration within one hundred eighty (180) days after the date of such damage, Tenant may at its option and as its sole remedy terminate this lease by delivering written notice to Landlord, whereupon the lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this lease for the expiration of the term hereof; provided however, that if construction is delayed because of changes, deletions, or additions in construction requested by Tenant, strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

In no event shall Landlord be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements which may have been placed in or about the leased premises by Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or leased premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

C. Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the leased premises, Building or Property requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any such holder, whereupon the lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this lease for the expiration of the term hereof.

D. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire, extended coverage perils, vandalism or malicious mischief, sprinkler leakage or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time and in any event only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder and then only to the extent of the insurance proceeds payable under such policies. Each of Landlord and Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. If such other party fails to pay such extra cost, the release provisions of this paragraph shall be inoperative against such other party to the extent necessary to avoid invalidation of such releasor's insurance.

E. In the event of any damage or destruction to the Building or the leased premises by any peril covered by the provisions of this Paragraph 12, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the property belonging to Tenant or his licensees from such portion or all of the Building or the leased premises as Landlord shall request and Tenant hereby indemnifies and holds Landlord harmless from any loss, liability, costs, and expenses, including attorney's fees, arising out of any claim of damage

or injury as a result of any alleged failure to properly secure the leased premises prior to such removal and/or such removal.

13. Liability. Landlord shall not be liable for and Tenant will indemnify and hold Landlord harmless from any loss, liability, costs and expenses, including attorneys' fees, arising out of any claim of personal injury, including death, or damage to property on, in or about the leased premises, including but not limited to claims of Tenant or Tenant's agents, employees, contractors, invitees, or any person entering upon the Property in whole or in part because of Tenant's use of the leased premises; and Tenant assumes all such risks of injury to any such persons or damage to its and their property, except for personal injury, death or damage to property of persons other than Tenant caused by the willful misconduct or negligence of Landlord, its employees, agents or contractors. Landlord shall not be liable or responsible for any loss or damage to any property or injury to or death of any person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond control of Landlord, or for any property damage or inconvenience arising from repair or alteration of any part of the Building, or failure to make repairs, or from any other cause whatever, except for personal injury, death or damage to property of persons other than Tenant caused by the willful misconduct or negligence of Landlord, its employees, agents or contractors. Landlord shall indemnify, defend and hold Tenant harmless from any loss, liability, costs and expenses, including reasonable attorneys' fees, arising out of any claim of personal injury or damage to property (except damage to Tenant's own property as to which the waiver of subrogation under Paragraph 12.E applies) on or about the leased premises or the Building, resulting from the willful misconduct or negligence of Landlord, its employees, agents or contractors .

14. Tenant's Insurance. Tenant, in order to enable it to meet its obligation to insure against the liabilities specified in this Lease, shall at all times during the term hereof carry, at its own expense, one or more policies of general public liability and property damage insurance, issued by one or more insurance companies reasonably acceptable to Landlord, with the following minimum coverages:

A. Worker's Compensation — minimum statutory amount.

B. Commercial General Liability Insurance, with coverage typical of standard ISO policies, including , Broad Form Property Damage, Personal Injury, Completed Operations, Products Liability, Fire Damage for claims arising out of or in connection with (i) the leased premises; (ii) the condition of the leased premises; (iii) Tenant's operations in and maintenance and use of the leased premises; and (iv) Tenant's liability assumed under this Lease shall not be less than \$1,000,000 Combined Single Limit for both bodily injury and property damage.

C. Fire and Extended Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage insurance, for the full cost of replacement of tenant's property.

Such insurance policy or policies shall protect Tenant and Landlord as their interests may appear, naming Landlord and Landlord's managing agent and mortgagee as additional insureds and shall provide that they may not be cancelled on less than thirty (30) days prior written notice to Landlord. Tenant shall furnish Landlord with Certificates of Insurance evidencing such coverage within thirty (30) days after a request to do so. Should Tenant fail to carry such insurance and furnish Landlord with such Certificates of Insurance, Landlord shall have the right, but not the obligation, to obtain such insurance and collect the cost thereof from Tenant as additional rent.

15. Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance coverages (the premiums(s) for which shall be included in Operating Costs):

A. Commercial General Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) covering claims for death, bodily injury, personal injury, and property damage in connection with Landlord's ownership and maintenance of the Property and Landlord's liability assumed under this Lease, including coverages for Premises Liability, Products and Completed Operations and Contractual liability insuring the liability assumed by Landlord under this Lease.

B. Fire and Extended Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage insurance, for the full cost of replacement of the Building (excluding foundations and footings), including rent interruption insurance covering a period of not less than one (1) year.

16. Condemnation.

A. If any substantial part of the Building, improvements (including parking areas and access drives), or leased premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Building or leased premises for the purpose for which it is then being used, this lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this lease for the expiration of the term hereof.

B. If part of the Building, improvements, or leased premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this lease is not terminated as provided in the subparagraph above, this lease shall not terminate but the rent payable hereunder during the unexpired portion of this lease shall be reduced in the proportion that the untenable space bears to the total leased premises, and Landlord shall promptly undertake to restore the Building, improvements, and leased premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all the circumstances.

C. All compensation awarded for such taking or conveyance shall be the property of Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest in and to any such award. However, Tenant shall have the right to recover from such authority, but not from Landlord, such compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation to and removal of Tenant's property.

17. Holding Over. Tenant will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the leased premises or any part thereof after such termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes any one of (i) creation of a month to month tenancy, upon the terms and conditions set forth in this lease, or (ii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this lease; provided, however, that the monthly rental (or daily rental under (ii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional rent, be equal to double the rental being paid monthly to Landlord under this lease immediately prior to such termination (prorated in the case of (ii) on the basis of a 365 day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this lease or exercise any other legal or equitable remedy available to Landlord for Tenant's holdover or any other breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

18. Quiet Enjoyment. Landlord represents and warrants that it has full right and authority to enter into this lease and that Tenant, while paying the rental and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the leased premises for the term hereof without hindrance or molestation from Landlord subject to the terms and provisions of this lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this lease because of such interference or disturbance.

19. Events of Default. The following events shall be deemed to be events of default by Tenant under this lease:

(1) Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the rent herein reserved, any other amount treated as additional rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as additional rent hereunder, and such failure shall continue for a period of five (5) days after written notice to Tenant, provided that in the case of rent installments (including estimated payments under Paragraph 5), if Landlord shall have given two (2) such written notices within any twelve (12) month period, then it shall be an event of default if any subsequent rent installment during such period is not paid within five (5) days from the date such payment was due; or

(2) Tenant shall fail to comply with any term, provision or covenant of this lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure within thirty (30) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant, provided that if such failure cannot reasonably be cured within thirty (30) days, and (a) Tenant shall commence such cure and give Landlord written notice within said thirty (30) day period specifying the time period reasonably required to effect such cure, (b) the time period so specified by Tenant shall in fact be reasonable, and (c) Tenant shall diligently pursue such cure and complete the same within the time period so specified in Tenant's written notice to Landlord, then the time for such cure shall be extended to such reasonable time as may be so specified in Tenant's written notice to Landlord; or

(3) Tenant shall fail to vacate the leased premises immediately upon termination of this lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only; or

(4) The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for fifteen (15) days after written notice thereof to Tenant; or

(5) Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof; or

(6) A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within forty-five (45) days from the date of entry thereof.

20. Remedies. Upon the occurrence of any of such events of default described in Paragraph 19 hereof or elsewhere in this lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Landlord may, at its election, terminate this lease or terminate Tenant's right to possession only, without terminating the lease;

(2) Upon any termination of this lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the lease, Tenant shall surrender possession and vacate the leased premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the leased premises in such event with or without process of law and to repossess Landlord of the leased premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the leased premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant hereby waiving any right to claim damage for such reentry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law;

(3) Upon any termination of this lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (i) an amount equal to the then present value of the rent, including any amounts treated as additional rent hereunder, and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less the present value of fair rental value of the leased premises for such residue (taking into account the time and expense necessary to obtain a replacement tenant or tenants, including expenses hereinafter described in subparagraph (4) relating to recovery of the leased premises, preparation for reletting and for reletting itself), and (ii) the cost of performing any other covenants which would have otherwise been performed by Tenant;

(4) (i) Upon any termination of Tenant's right to possession only without termination of the lease, Landlord may, at Landlord's option, enter into the leased premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (2) above, without such entry and possession terminating the lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent, hereunder for the full term. In any such case Tenant shall pay forthwith to Landlord, if Landlord so elects, an accelerated lump sum amount equal to the amount by which the present value of the aggregate amount of rent, including any amounts treated as additional rent hereunder, for the residue of the stated term hereof exceeds the present value of the fair market rental value of the leased premises for the same period (after giving effect to the time needed to relet the leased premises) plus any other sums provided herein to be paid by Tenant for the remainder of the lease term;

(ii) Landlord shall make attempts to mitigate its damages in accordance with applicable law. Provided, however, that Landlord may, but need not, relet the leased premises or any part thereof for such rent and upon such terms as Landlord in its sole discretion shall determine (including the right to relet the leased premises for a greater or lesser term than that remaining under this lease, the right to relet the leased premises as a part of a larger area, and the right to change the character or use made of the leased premises) and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. In any such case, Landlord may make repairs, alterations and additions in or to the leased premises, and redecorate the same to the extent Landlord deems reasonably necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of reletting including, without limitation, any broker's commission incurred by Landlord. If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all rent, including any

amounts treated as additional rent hereunder and other sums reserved in this lease for the remaining term hereof, together with the reasonable costs of repairs, alterations, additions, redecorating, and Lessor's expenses of reletting and the collection of the rent accruing therefrom (including attorney's fees and broker's commissions), Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover any sums falling due under this section from time to time;

(5) Landlord may, at Landlord's option, enter into and upon the leased premises, with or without process of law, but with reasonable notice to Tenant, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting therefrom and Tenant agrees to reimburse Landlord, on demand, as additional rent, for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease plus interest from the date Landlord shall incur such cost at the rate of eighteen percent (18%) per annum;

(6) Any and all property which may be removed from the leased premises by Landlord pursuant to the authority of the lease or of law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof, except for Landlord's intentional wrongful acts. Landlord shall provide Tenant with ten (10) days notice prior to any such removal and storage. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the leased premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this lease as by a bill of sale without further payment or credit by Landlord to Tenant.

(7) In the event Landlord fails to perform any of its obligations for a period of thirty (30) days after written notice from Tenant, Tenant shall have all available remedies provided under applicable Indiana law, provided that if such failure by Landlord cannot reasonably be cured within thirty (30) days and Landlord shall commence and diligently pursue such cure, then such time period shall be extended to such reasonable time as is necessary for Landlord to accomplish such cure.

In the event Tenant fails to pay any installment of rent, including any amount treated as additional rent hereunder, or other sums hereunder as and when such installment or other charge is due, Tenant shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of of such installment or other charge overdue in any month, which late charge may be demanded at the time such installment or other charge becomes delinquent or at any time thereafter, but only one time with respect to each such installment or other charge, to help defray the additional cost to Landlord for processing such late payments, and such late charge shall be additional rent hereunder and the failure to pay such late charge within ten (10) days after demand therefor shall be an additional event of default hereunder. The provision for such late charge shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner, but shall be in addition to interest at the rate of eighteen percent (18%) , which shall accrue on each such installment or other charge from and after the date it becomes delinquent until paid in full, and in addition to all of Landlord's other rights and remedies hereunder or at law..

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed a termination of this lease or an acceptance of the surrender of the leased premises, and no agreement to terminate this lease or accept a surrender of said premises

shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant or Landlord in its respective obligations under the terms and conditions of this lease, it shall become necessary or appropriate for the suffering party to employ or consult with an attorney concerning or to enforce or defend any of its respective rights or remedies hereunder, then the breaching party shall pay any reasonable attorneys' fees so incurred.

21. Mortgages. Tenant accepts this lease subject and subordinate to any mortgage(s) and/or deed(s) of trust now or at any time hereafter constituting a first lien or charge upon the Property, or the improvements situated thereon, provided, however, that Landlord shall use reasonable efforts to obtain non-disturbance agreements from such mortgagee, and that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this lease shall be deemed superior to such lien whether this lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter on demand execute any instruments, releases or other documents which may be required by any such mortgagee for the purpose of subjecting and subordinating this lease to the lien of any such mortgage or for the purpose of evidencing the superiority of this lease to the lien of any such mortgage, as may be the case, provided that such mortgagee shall agree therein not to join Tenant in any such foreclosure action and not to disturb Tenant's possession so long as Tenant is not in default under this lease.

22. Limitation of Landlord's Liability. If Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment and that Landlord shall not be liable for any deficiency.

The references to "Landlord" in this Lease shall be limited to mean and include only the owner or owners, at the time, of the fee simple interest in the Building. In the event of a sale or transfer of such interest (except a mortgage or other transfer as security for a debt), the "Landlord" named herein, or, in the case of a subsequent transfer, the transferor, shall, after the date of such transfer, be automatically released from all liability for the performance or observance of any term, condition, covenant or obligation required to be performed or observed by Landlord hereunder after the date of such transfer; so long as the transferee has assumed all of such terms, conditions, covenants and obligations accruing after the date of transfer.

23. Mechanic's and Other Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the leased premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this lease. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the leased premises on which any lien is or can be validly and legally asserted against its leasehold interest in the leased premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the leased premises or under the terms of this lease. Tenant will not permit any mechanic's lien or liens or any other liens which may be imposed by law affecting

Landlord's or its mortgagees' interest in the leased premises or the Building to be placed upon the leased premises or the Building arising out of any action or claimed action by Tenant, and in case of the filing of any such lien Tenant will promptly pay same or otherwise make adequate (in the sole reasonable determination of Landlord) provisions to protect Landlord against the same. If any such lien shall remain in force and effect for thirty (30) days and Tenant has not otherwise made adequate (in Landlord's sole reasonable determination) provisions to protect Landlord against the same and so long as such does not cause a default under any mortgage on the Property, upon five (5) days written notice to Tenant, Landlord shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Tenant to Landlord and shall be paid to Landlord immediately on rendition of bill therefor. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Landlord and Landlord's mortgagee in the leased premises, and Landlord and any such mortgagee are, by the expiration of said twenty (20) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Landlord and any such mortgagee.

24. Notices. Each provision of this lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment shall be deemed to be complied with when and if the following steps are taken:

(1) All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to:

E-L Allison Pointe II, LLP
c/o Edgeworth Laskey Properties, LLC
8470 Allison Pointe Blvd., Suite 120
Indianapolis, Indiana 46250

or to such other entity at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

(2) Any notice or other document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not, within three (3) business days after deposit in the continental United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

Landlord:

E-L Allison Pointe II, LLP
c/o Edgeworth Laskey Properties, LLC
8470 Allison Pointe Blvd., Ste. 120
Indianapolis, Indiana 46250

Tenant:

Liquid Transport Corporation
8470 Allison Pointe Blvd., Ste. 400
Indianapolis, IN 46250

Cc: Ice Miller
One American Square
Box 82001
Indianapolis, IN 46282-0002
Attn: Tim Ochs

All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

25. Miscellaneous.

A. Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

B. The terms, provisions and covenants and conditions contained in this lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided herein. Landlord shall have the right to assign any of its rights and obligations under this lease and Landlord's grantee or Landlord's successor shall upon such assignment, become "Landlord" hereunder, thereby freeing and relieving the grantor or assignor of all covenants and obligations of "Landlord" hereunder. Tenant agrees to furnish promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this lease. Nothing herein contained shall give any other Tenant in the Building of which the leased premises is a part any enforceable rights either against Landlord or Tenant as a result of the covenants and obligations of either party set forth herein.

C. The captions inserted in this lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this lease, or any provision hereof.

D. Tenant and Landlord shall at any time and from time to time within twenty (20) days after written request from the other execute and deliver to the other or requesting party a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to the requesting party certifying and stating as follows: (i) this lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the Tenant has no offsets or defenses to its performance of the terms and provisions of this lease, including the payment of rent (or if there are any such defenses or offsets, specifying the same); (iv) Tenant is in possession of the leased premises, if such be the case; (v) if an assignment of rents or leases has been served upon Tenant by a mortgagee or prospective mortgagee, Tenant has received such assignment and agrees to be bound by the provisions thereof; and (vi) any other accurate statements reasonably required by Landlord or its mortgagee or prospective mortgagee. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee and their respective successors and assigns and Tenant or Landlord, respectively, shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certificate.

E. This lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

F. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this lease shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and Operating Costs and all obligations concerning the condition of the leased premises. Upon the expiration or earlier termination of the term hereof, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary: (i) to repair and restore the leased premises as provided herein; and (ii) to discharge Tenant's obligation for unpaid real estate taxes, Operating Costs or other amounts due Landlord. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant, with Tenant being liable for any additional costs upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied. Any security deposit held by Landlord shall be credited against the amount payable by Tenant under this Paragraph 25F

G. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention

of the parties to this lease that in lieu of each such clause, phrase, provision or portion of this lease that is invalid or unenforceable, there be added as a part of this lease contract a clause, phrase, provision or portion as similar in terms to such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

H. Submission of this lease shall not be deemed to be a reservation of the leased premises. Landlord shall not be bound hereby until its delivery to Tenant of an executed copy hereof signed by Landlord, already having been signed by Tenant, and until such delivery Landlord reserves the right to exhibit and lease the leased premises to other prospective tenants. Notwithstanding anything contained herein to the contrary, Landlord may withhold delivery of possession of the leased premises from Tenant until such time as Tenant has paid to Landlord the first month's rent as set forth in Paragraph 2A hereof, and any sum owed pursuant to Paragraph 7 hereof.

I. Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to causes of any kind whatsoever which are beyond the control of Landlord.

J. Tenant's "proportionate share" as used in this lease shall mean a fraction, the numerator of which is the gross leasable area of the leased premises and the denominator of which is the gross leasable area contained in the Building, in each case as reasonably determined by Landlord. For purposes hereof the numerator is 16,079 and the denominator is 89,200 and Tenant's proportionate share is 18.03%.

K. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Any indemnification of, insurance of, or option granted to Landlord shall also include or be exercisable by Landlord's trustee, beneficiary, agents and employees, as the case may be.

L. Each of the parties (i) represents and warrants to the other that it has not dealt with any broker or finder in connection with this lease, except as described on Exhibit E attached hereto; and (ii) indemnifies and holds the other harmless from any and all losses, liability, costs or expenses (including reasonable attorneys' fees) incurred as a result of an alleged breach of the foregoing warranty. Landlord agrees to promptly pay the broker, if any, listed on Exhibit E.

26. Certain Rights Reserved To The Landlord. The Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

- (1) to change the name or street address of the Building;
- (2) to install and maintain a sign or signs on the exterior of the Building, subject to Tenant's right to maintain a sign on the Building under Section 30;
- (3) to have access for the Landlord and the other tenants of the Building to any mail chutes located on the leased premises according to the rules of the United States Post Office;
- (4) to designate all sources furnishing sign painting and lettering, ice, , towels, and toilet supplies, lamps and bulbs used on the leased premises;
- (5) to retain at all times pass keys to the leased premises;
- (6) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;
- (7) to close the Building after regular working hours and on the legal holidays subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Building identify themselves to a

watchman by registration or otherwise and that said persons establish their right to enter or leave the Building; and

(8) to take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the leased premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the leased premises or the Building or the Landlord's interests, or as may be necessary or desirable in the operation of the Building.

The Landlord may enter upon the leased premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant and without abatement of rent or affecting any of the Tenant's obligations hereunder.

27. Tenant's Responsibility Regarding Environmental Laws and Hazardous Substances.

A. Definitions.

(1) "Environmental Laws" - All federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the leased premises, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Federal Resource Conservation and Recovery Act; the Federal Toxic Substance Control Act; the Clean Air Act; the Clean Water Act; the rules and regulations of the Federal Environmental Protection Agency, or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the leased premises.

(2) "Hazardous Substances" - Includes:

- a. Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" in any of the Environmental Laws; and
- b. Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous, toxic or infectious under present or future Environmental Laws or other federal, state, or local laws or regulations.

B. Compliance. In the event Tenant's use, occupancy, maintenance or alteration of the leased premises shall result in any non-compliance with any Environmental Laws, Tenant, at its sole cost and expense, shall take all necessary measures to promptly comply with such Environmental Laws and Tenant shall promptly comply with any notice from any source issued pursuant to the Environmental Laws resulting from Tenant's use, occupancy, maintenance or alteration of the leased premises, whether such notice shall be served upon Landlord or Tenant.

C. Restrictions on Tenant. Tenant shall not cause or permit to occur:

- (1) Any violation of the Environmental Laws related to environmental conditions on, under, or about the leased premises, arising from Tenant's use or occupancy of the leased premises, including, but not limited to, soil and ground water conditions.
- (2) The use, generation, release, manufacture, refining, production, processing, storage or disposal by Tenant, its agents, employees or contractors of any Hazardous Substances on, under, or about the leased premises, or the transportation to or from the leased premises of any Hazardous Substances, except as necessary and appropriate for general office use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws.
- (3) Landlord hereby represents and warrants to Tenant, that to the best of Landlord's knowledge, at the time of execution of this lease, there are no Hazardous Substances in, on, under or nearby the Property.

D. Notices, Affidavits, Etc.

(1) Either party shall promptly notify the other of (i) any violation by it, its employees, agents, representatives, customers, invitees or contractors of the Environmental Laws on, under or about the leased premises, or (ii) the presence or suspected presence of any Hazardous Substances on, under or about the leased premises, the Building, the common areas or the Property, and shall immediately deliver to the other party any notice received by it relating to (i) and (ii) above from any source.

(2) Tenant shall execute certifications from time to time, but no more than one (1) time in any twelve (12) month period, within thirty (30) days of Landlord's request therefor, concerning Tenant's knowledge and belief regarding the presence of any Hazardous Substances on, under or about the leased premises caused by Tenant.

E. Landlord's Rights.

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

(2) If Landlord shall ever be required to test to ascertain whether there has been a release of Hazardous Substances on, under or about the leased premises or a violation of the Environmental Laws, and such requirement arose in whole or in part because of any storage, use or other introduction of Hazardous Substance on or about the leased premises or Building by Tenant, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent.

F. Tenant's Indemnification. Tenant shall indemnify and hold harmless Landlord and Landlord's managing agent from any and all claims, loss, liability, costs, expenses or damage, including attorneys' fees and costs of remediation, incurred by Landlord in connection with any breach by Tenant of its obligations under this Paragraph 27. The covenants and obligations of Tenant under this Paragraph 27 shall survive the expiration or earlier termination of this Lease.

G. Landlord's Indemnification. Landlord shall indemnify and hold harmless Tenant and its officers, directors, employees, and agents from any and all claims, loss, liability, costs, expenses or damage, including reasonably attorneys' fees and costs of remediation, incurred by Tenant, arising out of the use, generation, release, manufacture, refining, production, processing, storage or disposal by Landlord of any Hazardous Substance in the leased premises or the Building, or on the Property, in violation of Environmental Laws, or the transportation by Landlord of any Hazardous Substance to or from the leased premises, the Building or the Property in violation of Environmental Laws or the failure of any of Landlord's representations and warranties in Paragraph 27.C(3). This covenant of Landlord shall survive the expiration or earlier termination of this Lease.

28. Renewal. Provided this lease agreement is in full force and effect and the Tenant shall not be in default hereunder, Tenant may renew and extend this lease agreement for a period of five (5) years from the tenth (10th) anniversary date of the commencement date of the original term of this lease agreement by notice in writing delivered to Landlord not less than one hundred eighty (180) days prior to the expiration date of the then current term of this lease agreement. All of the covenants, conditions and provisions of this lease agreement shall thereupon be applicable during said additional five year term except that the amount of rental to be paid by the Tenant to Landlord shall be adjusted to reflect the current market rental for similar space in the immediate area. The market rental shall be determined by a representative of the Tenant and a representative of the Landlord. Such market rental shall be agreed to by the fifteenth (15th) day after receipt of notice of Tenant's intent to renew the subject lease, and in no event shall be lower than the rental paid during the original term of the lease agreement. . In the event Landlord and

Tenant are unable to reach agreement on the fair market rent rate, the question shall be submitted to arbitration as follows. Each of the parties shall select as an arbitrator a mutually acceptable independent appraiser with experience in real estate appraisal, including at least five (5) years experience in appraising properties similar to the leased premises in the County (a "Qualified Appraiser.") If the parties cannot agree on a Qualified Appraiser, then within a subsequent period of seven (7) days, each shall elect a Qualified Appraiser and within ten (10) days thereafter the two appointed Qualified Appraisers shall select a third Qualified Appraiser and the third Qualified Appraiser shall be the arbitrator and shall determine the fair market rent rate. If one party shall fail to make such appointment within said subsequent seven (7) day period, then the Qualified Appraiser chosen by the other party shall be the sole arbitrator.

29. Right of First Refusal. Provided this lease agreement is in full force and effect and the Tenant shall not be in default hereunder, Tenant shall have a one-time right of first refusal to lease any space that comes available for lease on the fourth floor of the Building, subject to the following conditions: (1) Tenant shall match all material terms of any bona fide third party offer acceptable to Landlord to lease such space, including but not limited to the rent and the term of the lease; and (2) Tenant shall exercise its right of first refusal by execution of a lease amendment agreement within fifteen (15) days after receipt of Landlord's notice of the third party offer. Tenant's right of first refusal hereunder shall be subject to and subordinate to all renewal options and rights of the initial fourth-floor tenants (meaning the first tenant to execute a lease agreement with renewal options for a fixed period of time subsequent to the execution of this lease), and junior to the third floor tenant (NSI Software, Inc.) including but not limited to renewal and expansion options and rights. Upon Tenant's request at any time, Landlord will cause to be prepared and execute a memorandum of lease in recordable form, in accordance with Indiana Code Section 36-2-11-20, for filing in the Office of the Recorder of Marion County, Indiana, to provide notice of Tenant's right of first refusal hereunder.

30. Tenant's Sign. Tenant shall have Landlord's permission to erect and maintain an illuminated sign upon the north face of the west wing of the building above the fourth floor window line upon Landlord's reasonable review and approval of the structural method used to attach such sign to the building and subject to park covenants. Such sign shall be constructed and attached to the building in a first class and workman-like manner and in such a way as to not impair the structural or architectural integrity of the building. Such sign shall be purchased, erected, illuminated and maintained at the sole expense of Tenant. Upon the expiration or earlier termination of this lease agreement, Tenant shall promptly remove such sign and restore the affected facade of the building to its original condition, removing any anchoring or structural supports, filling and masking any holes in the facade or the masonry and cleaning and removing any staining, residue or image left on the facade as a result of the sign.

31. Tenant's Right to Terminate. Provided this lease agreement is in full force and effect and Tenant shall not be in default hereunder beyond any applicable notice and cure periods, Tenant shall have the right to terminate this lease agreement on the fifth anniversary date of the commencement date of the original term of this lease agreement after first having given Landlord; a) at least six (6) months prior written notice of its intent to terminate and b) a termination fee equal to ten (10) months of the rent that would have been payable in months sixty-one (61) to seventy-two (72), as indicated in Paragraph 3 hereof, including additional rent that would have been payable pursuant to Paragraphs 4 and 5 as of the beginning of the sixty-first (61st) month of the lease. Such termination fee shall be additional rent hereunder and shall accompany the written notice of the Tenant's notice to terminate. Such termination fee shall not be considered an application of rent for any rent due prior to the termination date of the lease agreement.

EXECUTED the 1st day of May, ~~2000~~ 2001,

LANDLORD:

E-L Allison Pointe II, LLP

By: Edgeworth-Laskey Properties, LLC

Its: Managing Partner

By: [Signature]

Its: Member

TENANT:

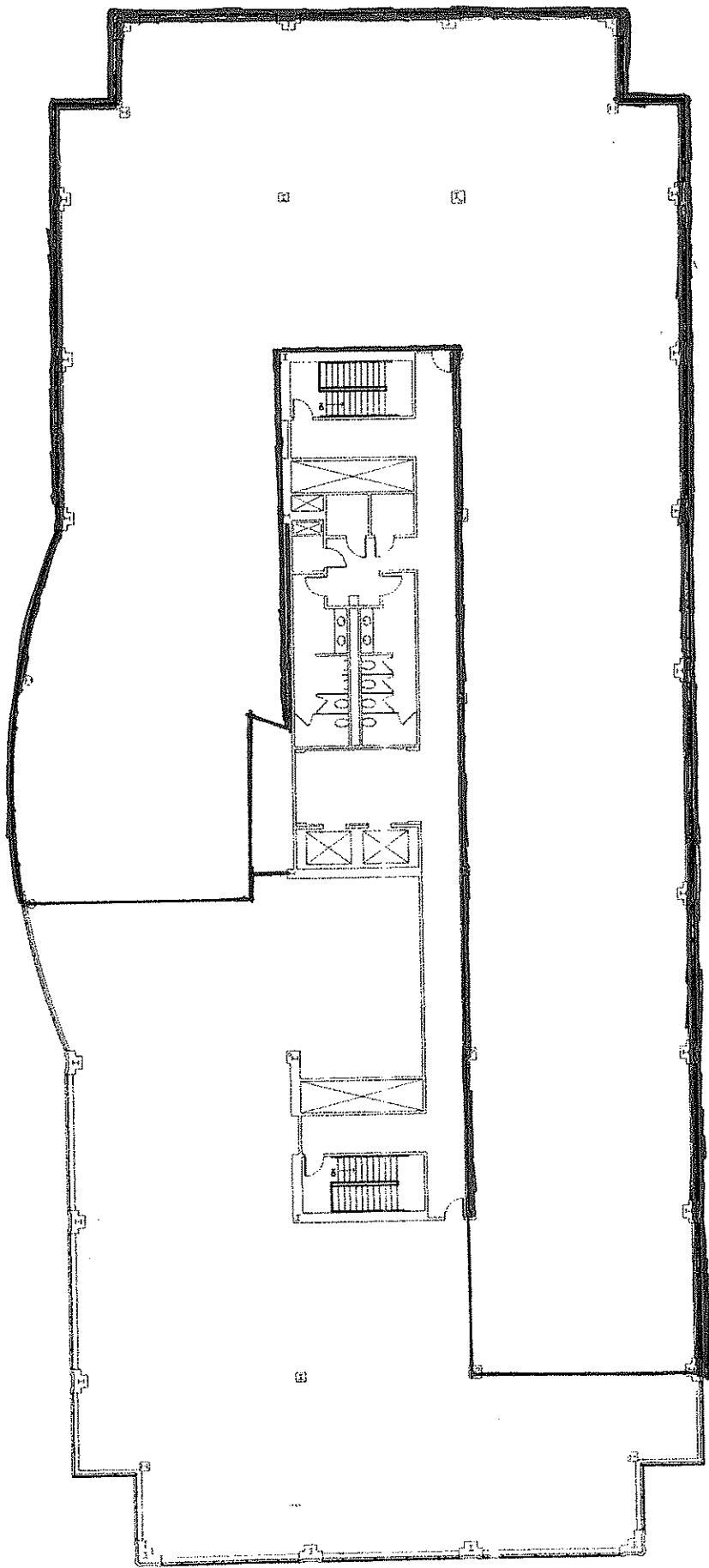
Etranco, Inc. and Subsidiaries

By: [Signature]
Signature

PER V. E. COFF
Please Print

Executive
Title

EXHIBIT A



FOURTH FLOOR PLAN
Lake Pointe Center 3
8470 Allison Pointe Blvd.
Edgeworth Laskey Properties, LLC

EXHIBIT C

Page 1 of 3

Doors

- A. Tenant main entry doors (north of elevator lobby) and double doors into executive outer office shall be 3'-0" x 8'-10" x 1-3/4" solid-core wood with glass inserts, cylindrical lever handle type lockset Schlage "Rhodes" or equal, closers and stop. Leave 8" wood perimeter above, below and left, right of glass.
- B. Tenant standard doors shall be 3'-0" x 8'-10" x 1-3/4" solid core, plain sliced birch, in a 16 gauge slip-on frame with 4 pair hinges, lever type passage set Schlage "Rhodes" or equal and stop. Locksets shall be installed in private offices of executive area and computer room.

Partitions

- A. Tenant dividing partitions shall be floor to deck, 3 5/8" metal studs with 5/8" drywall both sides, sound insulated and painted with two coats of latex eggshell paint with 2-1/2" vinyl base.
- B. Standard partitions within tenant space shall be floor to ceiling grid and painted with two coats of eggshell paint with 2-1/2" vinyl base. Vinyl wall covering (\$1.25/SF) to be installed in reception area, main conference rooms (2) and executive wing per the space plan. Crown molding (8") and wood base boards (12") to be installed per the space plan and stained to match doors. Ceiling heights in tenant areas shall be 9'.
- C. Sound batt insulation to be installed in main conference rooms (2), executive area offices, and as shown in other areas per space plan attached.
- D. Window mullion gaskets shall be provided at each partition that butts a window mullion. Gasket shall be 1/2" x 1/2" neoprene rubber compressed between mullion and partition.

Electric

- A. Outlets shall be on common circuit with ivory plastic cover plates. Duplex outlets (110 V) shall be installed per the space plan. Dedicated circuits will be installed for microwave oven, copiers (120Volt), coffee maker, refrigerator and computer room – maximum of twelve (12).
- B. The office areas shall be lighted with 2' x 4' recessed, 3-tube, fluorescent, 18-cell, parabolic fixtures to achieve 75 foot-candles general lighting (average). A maximum of 18 can lights shall be installed in the boardroom and shall be on dimmer switches. All other switches shall be rocker type device, with ivory colored plates.
- C. Telephone blanks shall consist of drywall trim ring with pull string to above ceiling. All other telephone work and wiring and computer wiring shall be by Tenant.
- D. Emergency lights shall be dual head with battery pack if layout requires.
- E. An electric, retractable projection screen shall be installed in the board room (pre-existing).

EXHIBIT C
Page 2 of 3

HVAC

- A. Minimal additional HVAC work is anticipated for tenant finish-outs due to its inclusion in the building shell construction however, additional diffusers or V.A.V. boxes may be required and shall be installed as necessary. Additional diffuser in Computer Room.
- B. The building shall be heated and air conditioned by forced air to 70 degrees F. inside at 0 degrees F. outside, and 78 degrees F. inside at 98 degrees F. outside. System to be heated with constant volume resistance electric duct heaters around perimeters, and air conditioned by state-of-the-art, roof-mounted, package roof-top units and terminal control boxes.
- C. HVAC system shall be a variable-air-volume system with terminal control units, and shall include window slot diffusers, designed and installed in accordance with Energy Article of the Indiana Building Code to provide heating and air conditioning for the respective seasons.
- D. One V.A.V. terminal control box shall be supplied for every 750 square feet (average) and one supply diffuser for every 250 square feet (average) of useable floor area. Place thermostats in computer room and in Operations Dispatch Room.

Flooring

- A. A carpet allowance of \$20.00 per square yard is included for reception area, main conference rooms (2) and executive wing. This shall include floor preparation, adhesive, installation, material and contractor mark-up. A carpet allowance of \$14.00 per square yard shall be provided for all remaining areas not receiving VCT. This shall include floor preparation, adhesive, installation, material and contractor mark-up. Carpet shall be direct glue down.
- B. A Vinyl Composition Tile (VCT) allowance of \$1.10 per square foot shall be provided and shall include floor preparation, adhesive, installation, material and contractor mark-up. VCT shall be installed for storage/file rooms, copy/fax/printer rooms, computer room and break room.

Acoustical Ceiling

- A. All tenant areas shall have 2' x 2' x 5/8 " with revealed-edge, non-directional, acoustical tile in an exposed suspension system with white finish.

Window Blinds

- A. Horizontal mini-blinds shall be provided at all exterior strip windows.

Miscellaneous Allowance

- A. Tenant shall be provided a Twenty Five Thousand Dollar (\$25,000.00) allowance to be spent on upgrades in permanent improvements to the space, above and beyond those permanent improvements defined in this Exhibit C. Such improvement upgrades shall not be used as a payment of rent nor shall be used on furniture, fixtures or equipment belonging to Tenant or the movement or repair thereof.

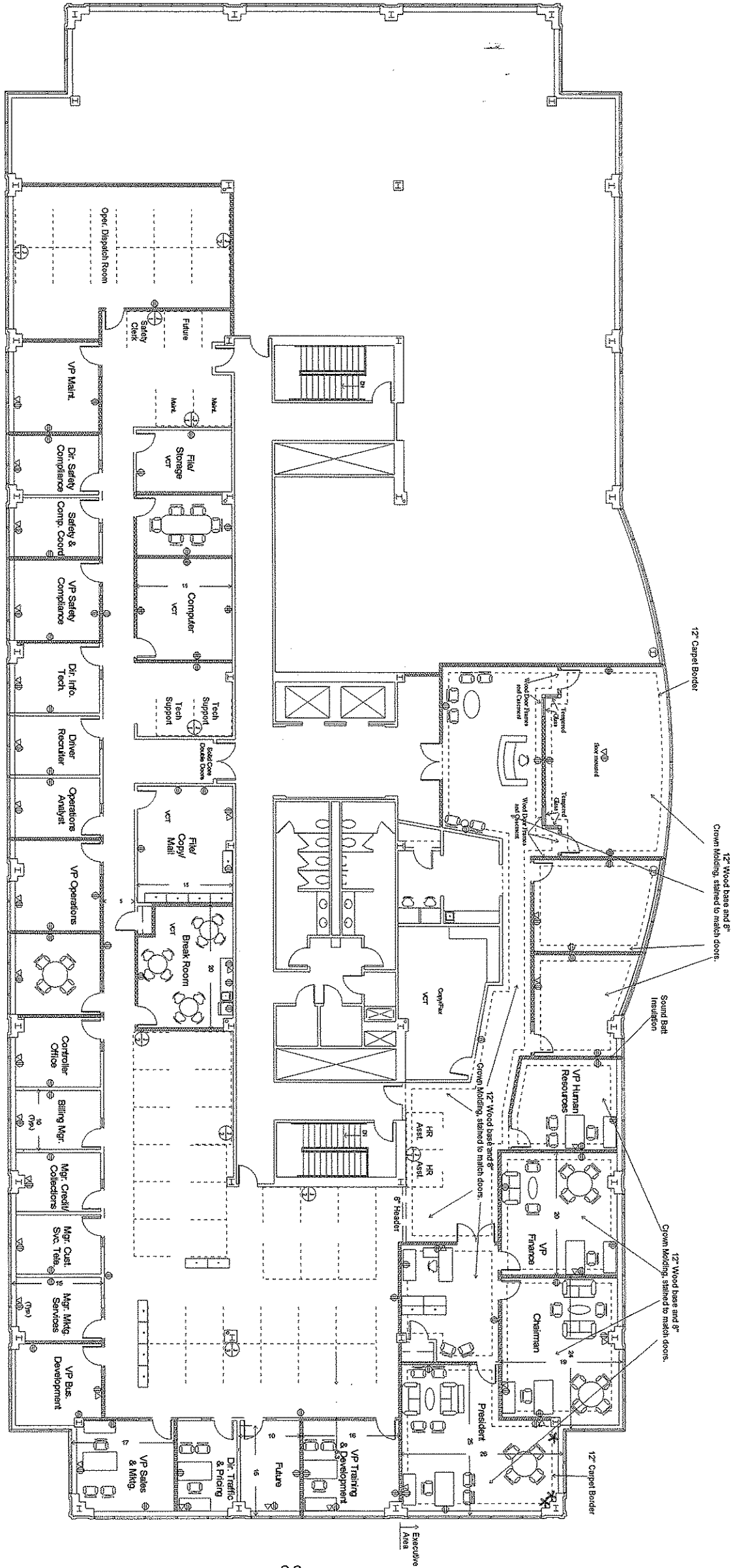


EXHIBIT B

ALLISON POINTE Parcel P-5

Part of the Northwest Quarter of Section 21, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter Section; thence along the South line thereof, South 89 degrees 06 minutes 37 seconds West (assumed bearing) 1199.71 feet; thence North 00 degrees 00 minutes 52 seconds West 12.57 feet to a point on the centerline of East 82nd Street as located by D.O.T. plans for Project ST-05-004A, which point is also the Southwest corner of the Grant of Right of Way for Allison Pointe Boulevard as recorded September 9, 1987 as Instrument 87-105141 in the Office of the Recorder of Marion County, Indiana (the next five courses are along the Westerly and Southerly lines of said Grant of Right of Way); (1) thence continuing North 00 degrees 00 minutes 52 seconds West 536.80 feet to a curve having a radius of 385.00 feet, the radius point of which bears North 89 degrees 59 minutes 08 seconds East; (2) thence Northerly and Northeasterly along said curve 212.52 feet to a point which bears North 58 degrees 23 minutes 15 seconds West from said radius point; (3) thence North 31 degrees 36 minutes 45 seconds East 762.23 feet to a curve having a radius of 305.00 feet, the radius point of which bears North 58 degrees 23 minutes 15 seconds West; (4) thence Northerly, Northwesterly and Westerly along said curve 650.79 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (5) thence South 89 degrees 21 minutes 30 seconds West 204.00 feet to the **Point of Beginning**, which point is also the Northwest corner of a 4.244 acre tract described in a Warranty Deed recorded June 4, 1990 as Instrument 90-54079 in said Recorder's Office; thence along the West line of said 4.244 acre tract, South 00 degrees 38 minutes 30 seconds East 537.17 feet to a point on the South line of the North Half of said Northwest Quarter Section; thence along said South line, South 89 degrees 11 minutes 38 seconds West 345.00 feet; thence North 00 degrees 38 minutes 30 seconds West 473.16 feet to a point on the Southerly right of way line of said Allison Pointe Boulevard, which point is on a curve having a radius of 100.00 feet, the radius point of which bears North 00 degrees 38 minutes 30 seconds West (the next three courses are along the Southerly line of said Allison Pointe Boulevard); (1) thence Easterly and Northeasterly along said curve, 82.98 feet to a point which bears South 48 degrees 11 minutes 15 seconds East from said radius point, and which point is on a reverse curve having a radius of 100.00 feet, the radius point of which bears South 48 degrees 11 minutes 15 seconds East; (2) thence Northeasterly and Easterly along said curve, 82.98 feet to a point which bears North 00 degrees 38 minutes 30 seconds West from said radius point; (3) thence North 89 degrees 21 minutes 30 seconds East 197.44 feet to the Point of Beginning, containing 4.148 acres, more or less.

EXHIBIT D

Rules and Regulations

1. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress to and egress from the leased premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. Tenant and its employees shall not go upon the roof of the Building without the written consent of the Landlord.
2. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Buildings shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the tenant who, or whose clerk, agents, servants, or visitors, shall have caused it.
3. If Landlord, by a notice in writing to Tenant, shall object to any curtain, blind, shade or screen attached to, or hung in, or used in connection with, any window or door of the leased premises, such use of such curtain, blind, shade or screen shall be discontinued forthwith by Tenant. No awnings shall be permitted on any part of the leased premises.
4. No safes or other objects heavier than the lift capacity of the freight elevators of the Building shall be brought into or installed on the leased premises. Tenant shall not place a load upon any floor of the leased premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. The moving of safes shall occur only between such hours as may be designated by, and only upon previous notice to, the manager of the Building, and the persons employed to move safes in or out of the Building must be acceptable to Landlord. No freight, furniture or bulky matter of any description shall be received into the Building or carried into the elevators except during hours and in a manner approved by Landlord.
5. Tenant shall not use, keep, or permit to be used or kept any foul or noxious gas or substance in the leased premises, or permit or suffer the leased premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds (except Seeing Eye Dogs) be brought into or kept in or about the Building. Tenant shall not place or install any antennae or aerials or similar devices outside of the leased premises.
6. Tenant shall not use or keep in the Building any inflammables, including but not limited to kerosene, gasoline, naphtha and benzine (except cleaning fluids in small quantities and when in containers approved by the Board of Underwriters), or explosives or any other articles of intrinsically dangerous nature, or use any method of heating other than that supplied by Landlord.
7. If Tenant desires telephone or telegraph connections or alarm systems, Landlord will direct electricians as to where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without specific directions from Landlord.
8. Tenant, upon the termination of the tenancy, shall deliver to the Landlord all the keys of offices, rooms and toilet rooms which shall have been furnished Tenant or which Tenant shall have had made, and in the event of loss of any keys so furnished shall pay the Landlord therefor.

9. Tenant shall not put down any floor covering in the leased premises without the Landlord's prior approval of the manner and method of applying such floor covering.
10. On Saturdays, Sundays, Legal Holidays and on all other days between the hours of 6:00 P.M. and 8:00 A.M., access to the Building, or to the halls, corridors, elevators, or stairways in the Building or to the leased premises may be refused unless the person seeking access is known to the watchman in charge of the Building and has a pass or is properly identified. Services to be provided to the Tenant as previously outlined in this Lease shall be provided only during those hours in which the Building is open to the public. Landlord shall in no case be liable for damages for the admission to or exclusion from the Building of any person whom the Landlord has the right to exclude under Rule 1 above. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants or Landlord and protection of property in the Building.
11. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage which includes keeping doors locked and windows and other means of entry to the leased premises closed.
12. Tenant shall not alter any lock or install a new or additional lock or any bolt on any door of the leased premises without prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any such lock.
13. In advertising or other publicity, without Landlord's prior written consent, Tenant shall not use the name of the Building except as the address of its business and shall not use pictures of the Building.
14. Tenant shall not make any room-to-room canvass to solicit business from other tenants in the Building; and shall not exhibit, sell or offer to sell, use, rent or exchange in or from the leased premises unless ordinarily embraced within the Tenant's use of the leased premises specified herein.
15. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning, and shall not allow the adjustment (except by Landlord's authorized building personnel) of any controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed and shall not open any windows except that if the air circulation shall not be in operation, windows which are openable may be opened with Landlord's consent.
16. Tenant shall not do any cooking in the leased premises or engage any coffee cart service.
17. Any wallpaper or vinyl fabric materials which Tenant may install on painted walls shall be applied with a stripable adhesive. The use of nonstripable adhesives will cause damage to the walls when materials are removed, and repairs made necessary thereby shall be made by Landlord at Tenant's expense.
18. Tenant shall provide and maintain hard surface protective mats under all desk chairs which are equipped with casters to avoid excessive wear and tear to carpeting. If Tenant fails to provide such mats, the cost of carpet repair or replacement made necessary by such excessive wear and tear shall be charged to and paid for by Tenant.
19. Tenant will refer all contractors, contractor's representatives and installation technicians, rendering any service to Tenant, to Landlord for Landlord's supervision, approval, and control before performance of any contractual service. This provision shall apply to all work performed in the Building including installations of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.
20. Movement in or out of the Building of furniture, office equipment, or other bulky materials, or movement through the Building entrances or lobby shall be restricted to hours

designated by Landlord. All such movements, shall be under supervision of Landlord and in the manner agreed between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Tenant will include determination by Landlord and subject to his decision and control, of the time, method, and routing of movement, limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Building. Tenant is to assume all risk as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel or Landlord if damaged or injured as a result of acts in connection with carrying out this service for Tenant from time of entering property to completion of work; and Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for Tenant and Tenant hereby agrees to indemnify and hold harmless Landlord from and against any such damage, injury, or loss, including attorney's fees.

21. No portion of Tenant's area or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.

22. Landlord will not be responsible for lost or stolen personal property, equipment, money, or jewelry from Tenant's area or any public rooms regardless of whether such loss occurs when such area is locked against entry or not.

23. Employees of Landlord shall not receive or carry messages for or to any tenant or other person, nor contract with or render free or paid services to any tenant or tenant's agents, employees, or invitees; in the event any of Landlord's employees perform any such services, such employee shall be deemed the agent of tenant regardless of whether or how payment is arranged for services and Landlord is expressly relieved from any and all liability in connection with any such services and any associated injury or damage to person or property.

24. Tenant and its employees, agents, and invitees shall observe and comply with the driving and parking signs and markers on the property surrounding the Building.

25. Tenant shall not place, install, or operate on the leased premises or in any part of the Building, any coffee making device or equipment without the prior written consent of Landlord.

26. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus so that such accidents or defects may be attended to promptly.

27. The directories of the Building shall be used exclusively for the display of the name and location of the tenants only and will be provided at the expense of Landlord. Any additional names requested by Tenant to be displayed in the directories must be approved by Landlord and, if approved, will be provided at the sole expense of Tenant.

28. No vending machines of any description shall be installed, maintained or operated in any part of the Building without the written consent of Landlord.

29. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

30. Smoking is prohibited in the lobby, corridors, elevators, restrooms, and all other common areas of the Building.

EXHIBIT E

Tenant Represents and warrants that no broker has acted as the procuring real estate broker and that no broker is entitled to a real estate commission or any other form of compensation as a result of this lease agreement entered into by Landlord and Tenant.