

OFFICE BUILDING LEASE

In consideration of the covenants and agreements contained herein, Lessor leases to Lessee, and Lessee leases from Lessor, the premises designated below together with any appurtenances, for the term stated below.

As used in this Lease, the following terms shall have the meanings set forth below:

Date of this Lease: April 26, 2016

Name and Address of Lessee: ITG Transportation Services, Inc.
1500 Eisenhower Lane, Suite 100
Lisle, Illinois 60532

Name and Address of Lessor: Empire Plaza, LLC
C/O Joel Levin
2201 Waukegan Rd. Suite #100
Bannockburn, Illinois 60015

Designation of Premises: Approximately 3,031 square feet in the building commonly known as Commerce Place of Lisle, 1500 Eisenhower Lane, Building C, Unit 200B, Lisle, Illinois (the "Premises" or the "Leased Premises"), as shown on Exhibit "A" attached hereto and made a part hereof. (The square footage for the Premises equals the square footage of Suite 200B of 2,795 square feet, plus 236 square feet of the shared space depicted on Exhibit A, based on Lessee's proportionate share of 59.89% of the shared space, for a total of 3,031 square feet.)

Permitted Uses: General office purposes and not for any other purposes without the prior written consent of Lessor.

Term: Three (3) years.

First Day of Term: June 1, 2016, or such later date upon five (5) days prior written notice from Lessor.

Last Day of Term: May 31, 2019.

If this Lease is executed before the Premises becomes vacant or otherwise available and ready for occupancy, and Lessor cannot, using good faith efforts, acquire possession of and/or substantially complete the Improvements to the Premises (as applicable), prior to the proposed Commencement Date, Lessor shall not be deemed to be in default, nor in any way liable to Lessee because of such failure, and in such event, the term of this Lease shall automatically be extended so as to include the duration of the term hereinbefore provided. In no event shall Lessee be liable for the payment of Rent until Lessor has tendered possession of the Premises to Lessee.

Lessee's Building Percentage
(as a percentage of the entire
Project) "Lessee's Percentage"): 11.04% (59.89% of 18.44%).

Security Deposit: \$5,114.81, subject to Section 9.

Base Monthly Rent:

<u>Lease Period</u>	<u>Rate Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
6/1/16-6/30/16	0	0	0
7/1/16-5/31/17	\$13.75	\$3,473.02	\$38,203.22*
6/1/17-5/31/18	\$14.00	\$3,536.17	\$42,434.04
6/1/18-5/31/19	\$14.25	\$3,599.31	\$43,191.72

*11 months

Nothing herein shall be so construed to affect the obligations of Lessee to pay Additional Rent, as hereinafter provided.

1. **RENT.** Throughout the term of this Lease, Lessee will pay Monthly Rent to Lessor as Rent for the Leased Premises. Monthly Rent shall consist of the applicable Base Monthly Rent as set forth on the second page of this Lease together with all Additional Rent required to be paid by Lessee to Lessor pursuant to Paragraphs 5 through 7 below. Monthly Rent will be paid in advance on or before the first day of each calendar month of the term. If the term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Monthly Rent will be appropriately prorated by Lessor based on the actual number of calendar days in such month. Monthly Rent will be paid to Lessor, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Lessor's Address as set forth on the first page of this Lease, or to such other address as Lessor may from time to time designate in writing. Any installment of Rent or any other sums due from Lessee not received by Lessor when due, Lessee shall pay to Lessor a late charge equal to 5% of such overdue amount. Acceptance of such late charges by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount or prevent Lessor from exercising any of the other rights and remedies granted hereunder. Any amount due to Lessor, if not paid when due, shall also bear interest from such date until paid at the rate of 10% per annum. Payment of interest shall not excuse or cure any default hereunder by Lessee. As used on the first page of this Lease and elsewhere herein, the term "Lease Year" shall mean a period of 365 consecutive days. The first Lease year shall commence on the first day of the term of this Lease and succeeding Lease Years shall commence annually thereafter.

2. OPTION TO RENEW. Lessee shall have an option to further extend the Term of the Lease with respect to all (but not less than all) of the Premises as of the expiration date of the Term, for one (1) additional, two (2) year term (the "Option Term"), upon the following terms and conditions:

(i) Lessee gives Lessor written notice of Lessee's election to exercise the Option not later than nine (9) months prior to the expiration date of the Term.

(ii) Lessee submits current financial statements of Lessee to Lessor concurrently with Lessee's notice of exercising such Option and such financial statements are reasonably satisfactory to Lessor; and

(iii) Lessee is not in default under the Lease, either on the date Lessee exercises the Option or on the expiration date of the Term, and this Lease is in full force and effect on the date on which Lessee exercises the Option and on the proposed commencement date of the Option Term.

(a) Terms. If Lessee timely and properly exercises such Option Term:

(i) The Base Rent payable for each year of the Option Term ("Option Term Base Rent") shall be as follows:

<u>Lease Period</u>	<u>Rate Per Square Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
6/1/19-5/31/20	\$14.50	\$3,662.46	\$43,949.52
6/1/20-5/31/21	\$14.75	\$3,725.60	\$44,707.20

Nothing herein shall be so construed to affect the obligations of Lessee to pay Additional Rent, as herein provided.

(ii) Lessee shall have no further option to extend the Term of this Lease beyond the expiration date of the Option Term.

(iii) Lessor shall not be obligated to perform any leasehold improvement work in the Premises or give Lessee any allowance for any such work or any other purposes during the Option Term.

(iv) Except for the rate of Base Rent and except as otherwise provided herein, all of the terms and provisions of the Lease shall remain the same and in full force and effect during the Option Term.

(b) Amendment. If Lessee exercises the Option To Extend, Lessor and Lessee shall execute and deliver an amendment to the Lease reflecting the lease of the Premises by Lessor to Lessee for the Option Term on the terms provided above, which amendment shall be executed and delivered within thirty (30) days after Lessee exercises the Option To Extend.

(c) Termination. The Option To Extend shall automatically terminate and become null and void upon the earlier to occur of (1) the expiration or termination of this Lease, (2) the termination of Lessee's right to possession of all or any part of the Premises, (3) the sublease by Lessee of all or any part of the Premises, or (4) the failure of Lessee to timely or properly exercise the Option To Extend.

3. TAXES. Lessee will pay, as Additional Rent hereunder, the Lessee's Percentage of the real estate taxes payable during the current calendar year with respect to the Business Park Common Areas and the Building in which the Leased Premises are located, including the parcel of land on which such building is constructed and all other improvements thereto, (hereinafter the "Building"). Such taxes shall be equitably prorated for the first and last years of the Lease term. Such taxes shall be paid on an estimated basis, monthly in advance in accordance with Paragraph 7 below. In the event Lessor successfully protests the real estate taxes, Lessor will give Lessee its proportionate share of the refund,

(after payment of any fees incurred in connection with such protest). In the event Lessor receives a discount on its taxes, Lessor will provide Lessee with its proportionate share of the discount. Provided Lessee has paid all taxes to Lessor in accordance with this Paragraph, Lessee will not be responsible for any penalties due to Lessor's late payment of taxes.

4. INSURANCE; WAIVER OF SUBROGATION. Prior to the commencement of the term hereof, and from time to time thereafter as required by Lessor, Lessee will provide Lessor with a certificate of insurance or other evidence of (a) comprehensive liability insurance coverage, relative to Lessee's occupancy of the Leased Premises, with a combined single limit of \$2,000,000, (b) workmen's compensation insurance (including employer's liability insurance) in an amount not less than the statutory requirements for the State of Illinois for the workmen's compensation insurance and \$100,000 for the employer's liability insurance, and (c) content insurance, covering Lessee's personal property, the interior walls of the Premises, all decorating of the Premises, and other similar items. Lessee shall maintain such insurance in force throughout the term of this Lease. Such insurance shall name Lessor and all beneficiaries, agents, and mortgagees of Lessor as additional insureds and shall include a specific waiver of subrogation.

Lessor shall maintain a comprehensive insurance policy ("Lessor's Insurance") with respect to the Building including liability coverage, loss of rents, fire and other casualty insurance for the replacement cost of the Building and such other coverages as Lessor may reasonably require. Such policy shall be with a company and contain limits and coverage as are satisfactory to Lessor. Lessee shall pay Lessee's Percentage of the premium on Lessor's Insurance during the term of the Lease as a part of its Common Area Charges. Premiums will be equitably prorated for the first and last years of the Lease. If Lessee shall conduct any activity on the Leased Premises that result in a surcharge to Lessor's fire insurance premium, then (not as a part of Common Area Charges), Lessee shall reimburse Lessor for the entire amount of such surcharge.

Lessor and Lessee each hereby waive any and every claim for recovery from the other for any and all loss of or damage to their respective property which loss or damage is covered by valid and collectible insurance policies, but only to the extent of the insurance proceeds received in connection with such loss or damage under said insurance policies.

5. OPERATING AND COMMON AREA EXPENSES: LESSEE'S PERCENTAGE. Lessor will arrange for: operation and maintenance of the automatic fire monitoring system; snow removal from the parking lots that adjoin the Building; trash disposal; grass cutting and landscape maintenance of the adjacent landscaped areas; management of the Building; parking lot seal coating and striping; Lessor's Insurance; and other services necessary for the operation of the Building and Business Park Common Areas as reasonably determined by Lessor. The cost of such services are hereinafter collectively referred to as the "Common Area Charges". Lessee shall pay for Lessee's Percentage of the Common Area Charges as Additional Rent on an estimated basis, monthly, in advance as provided in Paragraph 7 below.

6. HVAC MAINTENANCE. Lessor will engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating, and air conditioning equipment located on the Building. Lessee shall reimburse Lessor for Lessee's Percentage of the cost of such maintenance and inspection on an estimated basis as Additional Rent, monthly in advance as provided for in Paragraph 7 below. HVAC Maintenance as aforesaid shall include, without limitation, twice yearly servicing and cleaning, and the replacement of filters, fluids and other similar parts. Lessor shall be responsible, at Lessor's cost for any major repairs or replacement of the HVAC.

7. ADDITIONAL RENT; ESTIMATED PAYMENTS. Commencing on the first day of the term and on the first day of each calendar month thereafter during the term of this Lease and any renewal term, Lessee shall pay, as Additional Rent hereunder, and in addition to the Base Monthly Rent that is provided for on Page Two of this Lease, an amount equal to one twelfth of the Lessor's reasonable estimate of annual charges payable by Lessee for:

- a.) real estate taxes on the Building and Business Park Common Areas pursuant to Paragraph 3 above;
- b.) Common Area Charges, inclusive of insurance premiums, pursuant to Paragraphs 4 and 5 above;
- c.) Heating, Ventilating and Air-conditioning maintenance pursuant to Paragraph 6 above; and
- d.) Water and common utility use pursuant to Paragraph 15 below.

All of the foregoing amounts are hereinafter collectively, "Additional Rent." Additional Rent due under the Lease, together with Base Monthly Rent are collectively deemed "Monthly Rent."

As soon as reasonably practicable whether before or after June 1st of each year during which the Lease is in force, Lessor shall provide Lessee with a statement of all of such charges during the preceding calendar year. If such statement indicates that Lessee has made estimated payments during such year in excess of the actual amount due, Lessor shall credit Lessee with any overpayment against the next Monthly Rent otherwise due. In the event such statement indicates that the actual amount due from Lessee pursuant to Paragraphs 3, 4, 5, 6 and 15 exceeds the estimated payments made by Lessee during the preceding year, Lessee shall pay such amount to Lessor within 15 business days after notice from Lessor.

8. IMPROVEMENTS. Lessor, at Lessor's own expense, will make certain improvements to the Leased Premises as are more fully set forth in Exhibit B (the "Improvements"). This Lease is contingent on Lessor's ability to obtain approval for a firedoor as specifically set forth in Exhibit B within forty-five (45) days after the execution of this Lease, and if for any reason Lessor is unable to obtain approval for a firedoor allowing the Leased Premises and Lessee's existing offices located adjacent to the Leased Premises to be made one contiguous space, then Lessee shall have the right upon written notice to Lessor within the aforesaid forty-five (45) day period to cancel this Lease. Subject to the "Force Majeure" provisions in Paragraph 32(g) hereof and the "Lessee Delay" provisions in Paragraph 33 hereof, the Improvements will be substantially completed in a good and workmanlike manner and in accordance with all applicable building codes prior to a date that is 30 days after the issuance of a building permit for the Improvements (if required). Lessor will apply for a building permit for the Improvements as soon as reasonably possible after execution of this Lease and make reasonable efforts to obtain such permit in a timely manner. If such building permit has not been issued within 45 days after the execution of this Lease, then either party shall have the right to cancel this Lease by written notice to such effect, received by the other party at any time prior to the issuance of such permit. The issuance of an occupancy permit shall be conclusive evidence of the substantial completion of the Improvements required hereunder. Lessee will have the right to inspect the Leased Premises prior to the commencement date of this Lease and to prepare and submit to the Lessor a punch list of any work included in the Improvements and not completed. The Lessor shall complete such work as is detailed on said punch list as soon as reasonably practicable after receipt of same. Lessee's occupancy of the Leased Premises shall be deemed a conclusive presumption that, except as to items listed on a punch list, all Improvements have been made in accordance with the terms of this Lease and acceptance as the commencement date being the date of occupancy.

9. SECURITY DEPOSIT. Lessee shall deposit with Lessor on or before the execution of this Lease, security for the performance of all of its obligation in the amount set forth on the Schedule above Section 1. If Lessee defaults under this Lease, Lessor may use any part of the Security Deposit to make any defaulted payment, to pay for Lessor's cure of any defaulted obligation, or to compensate Lessor for any loss or damage resulting from any default. To the extent any portion of the deposit is used, Lessee shall within five (5) days after demand from Lessor restore the deposit to its full amount. Lessor may keep the Security Deposit in its general funds and shall not be required to pay interest to Lessee on the deposit amount. If Lessee shall perform all of its obligations under this Lease and return the Premises to Lessor at the end of the Term, Lessor shall return the remaining Security Deposit, if any, to Lessee, within

thirty (30) days. The Security Deposit shall not serve as an advance payment of Rent or a measure of Lessor's damages for any default under this Lease. If Lessor transfers its interest in the Project or this Lease, Lessor may transfer the Security Deposit to its transferee. Upon such transfer, Lessor shall have no further obligation to return the Security Deposit to Lessee, and Lessee's right to the return of the Security Deposit shall apply solely against Lessor's transferee.

10. USE. The Leased Premises shall be used for the uses set forth on Page 1 of this Lease and for no other purposes whatsoever. Lessee shall not do or permit to be done in or about the Premises, anything which is prohibited by law, statute, ordinance or other governmental rule or regulation now in force or which may hereafter be enacted or which would cause the value or utility of any part of the Premises to diminish or which will in any way obstruct or interfere with the rights of other tenants or occupants in the Building. Lessee will not allow any signs, cards or placards to be posted, or placed on the Premises except as specifically provided for in this Lease.

11. CONDITION AND UPKEEP OF LEASED PREMISES. Lessee has examined and knows the condition of the Leased Premises other than the condition of any Improvements to be made by Lessor pursuant to this Lease, and Lessee acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or its agent, prior to, or at, execution of this Lease that are not herein expressed and Lessee accepts the Premises AS IS. Lessee will keep the Leased Premises including all appurtenances, in good repair, and in that regard shall replace all broken glass with glass of the same size and quality as that broken, repair malfunctioning plumbing and electrical fixtures, replace all burnt out light bulbs, replace all damaged plumbing fixtures with others of equal quality, and keep the Leased Premises, in a clean and healthful condition according to the applicable laws, codes and ordinances and with the direction of the proper public officers during the term of this Lease, all at Lessee's expense, and upon termination of this Lease, in any way, Lessee will yield up the Leased Premises to Lessor in good condition and repair, loss by fire and ordinary wear and tear excepted. The foregoing to the contrary notwithstanding, Lessor shall keep the structural components of the Building, including but not limited to the roof, foundation, underground and otherwise concealed plumbing and exterior walls, and the common areas in good repair at all times during the term of this Lease, providing that Lessor shall have no obligation to make any such structural repairs until and unless Lessor has first received written notice from Lessee of the need for such repairs.

12. SUBLEASE; ASSIGNMENT. Lessee will not allow the Leased Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this Lease without in each case the express, prior, written consent of the Lessor, and Lessee will not permit any transfer by operation of law of the interest in the Leased Premises acquired through this Lease. Lessor shall not unreasonably withhold or delay its consent to Lessee's written request to sublease or assign the Leased Premises provided Lessee has provided detailed written information about the proposed subtenant or assignee and such subtenant's or assignee's proposed use of the Leased Premises in form and substance satisfactory to Lessor. Lessor's refusal to consent to any proposed sublease or assignee shall not be deemed unreasonable if the proposed use of the Leased Premises will result in: i.) increased wear and tear on the Leased Premises, the common facilities or adjacent parking, ii.) parking requirements in excess of those provided for by applicable zoning ordinances which would tend to deprive other tenants in the Building of their required parking, iii.) public protests, or picketing; iv.) any adverse affect on other tenants in the Building or adjacent buildings; v.) the total consideration under the proposed sublease or assignment (taking into account base rent, operating expenses, taxes, improvement allowances and other consideration), is less than the consideration being quoted by Lessor for other space in the Building; vi.) the proposed assignee or sublessee is a tenant in the Building or an affiliate of such a tenant; or vii.) if the financial responsibility, nature of business, and character of the proposed assignee or subtenant are not all reasonably satisfactory to Lessor. Upon Lessor's receipt of a request from Lessee to sublet all of the Leased Premises or assign this entire Lease, Lessor may elect to terminate this Lease, in which case the last day of the term of this Lease shall be the 30th day after Lessor notifies Lessee or Lessor's election to terminate this Lease. If Lessee receives Rent or other payments under any assignment or sublease in excess of the payments made by Lessee to Lessor under this Lease (as all such amounts are adjusted for any assignment or subletting of less than all of the Leased

Premises), then Lessee shall pay Lessor one-half such excess, less the reasonable, out-of-pocket costs incurred by Lessee in connection with such assignment or subletting.

13. MECHANIC'S LIENS. Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or the Building as a result of any materials or labor ordered by Lessee or any of Lessee's agents, officers, or employees.

14. INDEMNITY FOR ACCIDENTS; NON-LIABILITY OF LESSOR. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges (including attorney's fees) arising from the use or occupancy of the Leased Premises by Lessee or any person claiming under Lessee.

Except in the case of its willful acts and willful omissions, Lessor shall not be liable for (nor shall Rent abate as a result of) any damage occasioned by failure to keep the Leased Premises, Building or Property in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Leased Premises or the Building nor from any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts, or neglect of co-tenants or other occupants of the Building or of any owners or occupants of adjacent or contiguous property. Further, Lessor shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft or any other criminal act, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, law of requisition or order of any governmental authority.

15. UTILITIES; ALTERNATIVE SERVICE PROVIDERS. A. Lessee shall contract directly with the public utilities furnishing utilities (such as telephone) which are separately metered to the Leased Premises, and shall pay such utility providers directly and promptly when due. If any utility is not separately metered to the Leased Premises, the cost of such utility consumed on the Property, as reasonably determined by Lessor, shall be included within the Common Area Charges, of which Lessee shall pay Lessee's Percentage. Lessee acknowledges that the water meter that meters the water to be used on the Leased Premises and the electric meter that meters the electricity used on the Leased Premises also meter water and electricity used by other tenants in the Building. Lessor represents and warrants that the tenants presently being served by such meters use water for domestic purposes only (i.e. washrooms and employee lunchrooms) and that during the term of this Lease no additional tenants other than tenants who will use water for domestic purposes only will be connected to such meter. Lessor agrees that if any of the tenants who are connected to such meter shall at any future date commence to use material quantities of water in the Building for other than domestic purposes, Lessor will disconnect such tenant from said meter and install a separate meter for such tenant. Each monthly bill shall be prorated between the tenants whose water and electric use is charged through a common meter on the basis of their relative Lessee's Percentages.

Notwithstanding the above:

B. Lessee shall not utilize an alternative provider for a utility service other than the public utility servicing the Property, ("Alternative Service Provider") unless Lessee shall first obtain the written consent of Lessor. Lessee hereby agrees to the following provisions with respect to any Alternative Service Provider:

1). Lessor shall incur no expense whatsoever with respect to any aspect of and Alternative Service Provider's provision of services including, without limitation, the cost of installation, service and materials;

2). Prior to commencement of work on the Property by any Alternative Service Provider, the Alternative Service Provider shall supply Lessor with verification, to Lessor's satisfaction, that the Alternative Service Provider is qualified and licensed; properly insured; and financially capable of covering any uninsured damage;

3). Prior to commencement of work on the Property by any Alternative Service Provider, the Alternative Service Provider shall agree in writing to abide by such rules and regulations, job site rules, and such other requirements as reasonably determined to be necessary to protect the interest of Lessor, the Property and the other tenants of the Property;

4). Lessor shall determine that sufficient space within the Property or Building exists for, and the location or placement of, an Alternative Service Provider's equipment and materials.

5). The Alternative Service Provider shall enter into a written agreement with Lessor to compensate Lessor for space used on the Property or in the Building for storage and maintenance of the Alternative Service Provider's equipment; and for all costs of Lessor that may be incurred in arranging access for the Alternative Service Provider's personnel, security for the Alternative Service Provider's equipment or other such costs incurred by Lessor;

6). The Alternative Service Provider agrees that Lessor shall have the right to supervise all work performed by the Alternative Service Provider relative to the Leased Premises, Building or Property; and agrees that Lessor shall have the right to enter any space occupied by the Alternative Service Provider for reasonable purposes and with reasonable advance notice given where possible.

7). Lessor's consent to the use of an Alternative Service Provider shall not be deemed any kind of warranty or representation of Lessor with regard to such Alternative Service Provider, the service being provided thereby, or the feasibility of such use within the Leased Premises, Building or Property.

8). Lessee agrees that all services of an Alternative Service Provider selected by Lessee hereunder shall be at the sole and exclusive use and expense of Lessee, and that Lessor shall have no obligation or liability under this Lease with respect to any service interruption, curtailment or discontinuation involving the Alternative Service Provider.

9). Lessee hereby agrees to indemnify and hold harmless Lessor for all losses, claims, demands, expense and judgments, including reasonable attorneys' fees and expenses, arising out of Lessee's selection and use of an Alternative Service Provider hereunder.

C. Lessor has advised Lessee that presently COMMONWEALTH EDISON ("Electric Service Provider") is the utility company selected by Lessor to provide electricity service for the Leased Premises. Notwithstanding the foregoing, if permitted by Law; Lessor shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or to contract directly for service from the Electric Service Provider.

Lessee shall Cooperate with Lessor, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary; shall allow Lessor, Electric Service Provider, and any Alternate Service Provider reasonable access to the Leased Premises', Building's and/or Leased Premises' electric lines, feeders, risers, wiring, and any other machinery within the Leased Premises.

Lessor shall in no way be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any change, failure, interruption, or defect in the supply or character of the electric energy furnished to the Leased Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Lessee's requirements, and no such change, failure, defect, unavailability; or unsuitability shall constitute an actual or constructive eviction, in whole or in part; or entitle Lessee to any abatement or diminution of Rent, or relieve Lessee from any of its obligations under the Lease.

16. ACCESS TO LEASED PREMISES. Lessee will allow Lessor free access to the Leased Premises for the purpose of examining or exhibiting the same, or to make any needed repairs, or alterations thereof. Except in the event of an emergency, Lessor shall use commercially reasonable effort

to exercise its rights of access to the Leased Premises with the least possible interruption of or disturbance to the operation of Lessee's business.

17. HOLDING OVER. Lessee will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing to do so, will pay as liquidated damages for the whole time such possession is withheld, the sum of 200% of the Rent otherwise due per day for each day of possession by Lessee after expiration of the Lease plus all direct or consequential damages. The provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry nor shall the receipt of said Rent or any part thereof operate as a waiver of the right to forfeit this Lease and the term hereof for the period still unexpired, for a breach of any of the covenants herein.

18. NO RENT DEDUCTION OR SET OFF. Lessee's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from Rent nor set off against any claim for Rent in any action. No payment by Lessee or receipt by Lessor of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any remedy provided in this Lease.

19. LITIGATION. In the unlikely event of any litigation between the parties hereto involving the terms of this Lease or the breach or enforcement hereof, the prevailing party shall be entitled to recover all of its reasonable legal fees and other costs and expenses incurred in connection therewith.

20. UNTENANTABILITY.

(a) A "Total Loss" shall be deemed to have occurred if (i) the Building is so damaged by fire or other casualty that the estimated cost to repair same amounts to 50% or more of the total estimated construction cost of the entire Building or (ii) the Building is so damaged by fire or other casualty that Lessor, in its sole discretion, decides to demolish and not to immediately rebuild same, or (iii) the Leased Premises or Building is damaged by fire or other casualty during the last 12 months of the term hereof. Any other casualty loss not amounting to a Total Loss shall be deemed a Partial Loss.

(b) In the event of a Total Loss, Lessor may terminate this Lease by written notice to Lessee within one hundred twenty (120) days after the date of such fire or other casualty. Rent shall be apportioned on a per diem basis and paid to the date of such fire or other casualty. Alternatively, if Lessor decides to rebuild and restore the Property following a Total Loss, this Lease shall not terminate and Lessor shall repair and restore the Leased Premises at Lessor's expense and with due diligence, subject, however, to (i) reasonable delays for insurance adjustments and (ii) delays caused by forces beyond Lessor's control. Rent shall abate on a per diem basis during the period of construction and repair. Lessee shall permit Lessor and its contractors to have free access to the Leased Premises to perform such work.

(c) In the event of a Partial Loss, provided Lessor recovers sufficient insurance proceeds, Lessor shall be required to proceed with all due diligence to repair and restore the Leased Premises, subject, however, to (i) reasonable delays for insurance adjustments, and (ii) delays caused by forces beyond Lessor's control. Rent shall abate in proportion to the non-usability of the Leased Premises during the period while repairs are in progress. Lessee shall permit Lessor and its contractors to have free access to the Leased Premises to perform such work.

(d) Should Lessor fail to repair or otherwise restore the Property or Leased Premises as required or otherwise elected herein, the Lessee's sole and exclusive remedy shall be to terminate this Lease.

21. SUBORDINATION: ESTOPPEL LETTERS. Without further instrument, this Lease is expressly subordinate to any current or future mortgage or mortgages placed on the Property together with all other documents requested by Lessor's mortgagee in connection with, any such mortgage. Within 10 business

days after notice by Lessor, Lessee shall execute a confirmation of the subordination of this Lease to any current or future mortgage or mortgages placed on the Property by Lessor and other documents in customary form requested by Lessor's mortgagee, including but not limited to:

- a.) agreements to give notice of Lessor's defaults to such mortgagee;
- b.) agreements not to pay Rent more than 30 days in advance;
- c.) confirmation of the terms and status of this Lease;
- d.) agreements to attorn to any party acquiring rightful possession of the Leased Premises; and,
- e.) similar or related representations or undertakings customarily required by mortgage lenders from tenants.

Upon request, Lessor agrees to utilize reasonable commercial efforts to obtain a "Non-Disturbance Agreement" from such mortgagee in customary form assuring Lessee that as long as Lessee is not in default under this Lease, Lessee's rights hereunder shall not be impaired by such mortgagee. Provided, however, that the failure to obtain a Non-Disturbance Agreement shall not constitute a default of Lessor hereunder.

Lessee agrees that from time to time, it will deliver to Lessor or its designee within 5 business days of the date of Lessor's request, a statement, in writing, certifying (i) that this Lease is unmodified and in full force and effect, if this is so, (or if there have been modifications that the Lease, as modified, in full force and effect); (ii) the dates to which Rent and other charges have been paid; (iii) that Lessor is not in default under any provisions of this Lease or, if in default, the nature thereof in detail; and (iv) such other true statements as Lessor may require.

22. SIGNS. Subject to all applicable governmental approvals, Lessee, at Lessee's own sole expense, may place a sign on the door at the main entrance to the Leased Premises identifying Lessee, provided however that Lessee shall have first obtained the prior written approval of the plans for such sign from Lessor and the design and location of such sign shall be strictly in accordance with the approved plans. Such sign shall comply with all applicable laws and ordinances. Lessor shall not unreasonably withhold its approval of the plans for such sign, provided however, that Lessor may specify that the design and location of such sign be similar to, or consistent with, the design and location of other identifying signs to be erected by other tenants in the Building. Upon termination of this Lease, Lessee at Lessee's sole cost and expense shall remove such sign and restore the Leased Premises to their original condition ordinary wear and tear excepted.

23. ALTERATIONS. Lessee shall not at any time during the Term of his Lease make any alterations, additions or improvements to the Leased Premises without the express, written, prior consent of Lessor.

24. EVENTS OF DEFAULT BY LESSEE: LESSOR'S REMEDIES.

(a) In addition to any other acts or omissions herein deemed to be defaults by Lessee, each of the following shall constitute an "Event of Default" by Lessee hereunder: (i) the failure to make any payment of Rent or any installment thereof or to pay any other sum required to be paid by Lessee under this Lease or under the terms of any other agreement between Lessor and Lessee and the continuance of such failure for more than 5 calendar days following written notice from Lessor to Lessee; (ii) the failure to observe or perform any of the other covenants or conditions in this Lease which Lessee is required to observe and perform and which Lessee has not corrected within twenty (20) days after written notice thereof to Lessee; provided, however, that if said failure involves the creation of a condition which, in Lessor's reasonable judgment, is dangerous or hazardous, Lessee shall be required to cure same within 24 hours following written notice to Lessee; (iii) the use or occupancy of the Leased Premises for any

purpose other than the Permitted Use without Lessor's prior written consent or the conduct of any activity in the Leased Premises which constitutes a violation of law; (iv) if the interest of Lessee or any part thereof under this Lease shall be levied on under execution or other legal process and said interest shall not have been cleared by said levy or execution within fifteen (15) days from the date thereof; (v) if any voluntary or involuntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by or against Lessee or if a receiver shall be appointed for Lessee or any of the property of Lessee; (vi) if Lessee shall make an assignment for the benefit of creditors or if Lessee shall admit in writing its inability to meet Lessee's debts as they mature; (vii) if Lessee shall abandon the Leased Premises during the Term; or (viii) if Lessee shall fail to execute and deliver an estoppel certificate or subordination agreement as required hereunder.

(b) Upon the occurrence of an Event of Default by Lessee, Lessor may, at its option, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law, in equity or elsewhere herein, and such rights and remedies shall be cumulative and none shall exclude any other right allowed by law:

- (i) Lessor may terminate this Lease and the Term created hereby, in which event Lessor may forthwith repossess the Leased Premises and be entitled to recover (in addition to any other sums or damages for which Lessee may be liable to Lessor) as damages a sum of money equal to the excess of the value of the Rent provided to be paid by Lessee for the balance of the stated Term over the fair market rental value of the Leased Premises, after deduction of all anticipated expenses of reletting for said period. For the purpose of determining present value, Lessor and Lessee agree that the interest rate shall be the rate applicable to the then-current yield on obligations of the U.S. Treasury having a maturity date on or about the Termination Date. Should the fair market rental value of the Leased Premises, for the balance of the Term, after deduction of all anticipated expenses of reletting, exceed the value of the Rent provided to be paid by Lessee for the balance of the Term, Lessor shall have no obligation to pay to Lessee the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Lessee may be liable to Lessor;
- (ii) Lessor may terminate Lessee's right of possession and may repossess the Leased Premises by forcible entry and detainer suit, by taking peaceful possession, or otherwise, without terminating this Lease, in which event Lessor may, but shall be under no obligation to, relet the same for the account of Lessee, for such Rent and upon such terms as shall be satisfactory to Lessor. For the purpose of such reletting, Lessor is authorized to decorate, repair, remodel or alter the Leased Premises. If Lessor shall fail to relet the Leased Premises, Lessee shall pay to Lessor as damages a sum equal to the amount of the Rent reserved in this Lease for the balance of the Term. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all reasonable decoration, repairs, remodeling, alterations and additions and the expenses of such reletting and of the collection of the Rent accruing therefrom to satisfy the Rent provided for in this Lease, Lessee shall satisfy and pay the same upon demand therefore. Lessee shall not be entitled to any rents received by Lessor in excess of the Rent provided for in this Lease. Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Paragraph from time to time and that no suit or recovery of any portion due Lessor hereunder shall be any defense to any subsequent action brought for any amount not heretofore reduced to judgment in favor of Lessor. No such re-entry or taking possession of the Lease Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for any breach, and in addition to the other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the costs of recovery of the Leased Premises, and including the worth at the time of such termination

the excess, if any, of the amount of Rent reserved under this Lease for the remainder of the stated term over the reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor. In the event Lessor repossesses the Leased Premises as provided above, Lessor may remove all persons and property from the Leased Premises and store any such property at the cost of Lessee, without liability or damage; and

- (iii) Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee hereunder, make any payment or perform such other act on Lessee's part to be made or performed as provided in this Lease. All sums so paid by Lessor and all necessary incidental costs shall be payable to Lessor as Additional Rent on demand and Lessee covenants to pay such sums.

(c) Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this Paragraph from time to time and that no suit or recovery of any portion due Lessor hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Lessor. Lessee shall promptly pay upon notice thereof all of Lessor's reasonable costs, charges and expenses (including the reasonable fees and out-of-pocket expenses of legal counsel, agents and others retained by Lessor) incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation, negotiation or transaction in which Lessee causes Lessor, without Lessor's fault, to become involved or concerned.

(d) No waiver of any provision of this Lease shall be implied by any failure of Lessor to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by Lessor shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specifically stated in the waiver. No receipt of monies by Lessor from Lessee after the termination of this Lease shall in any way alter the length of the Term or Lessee's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Lessee prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Leased Premises, Lessor may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

25. NOTICES. All notices permitted or required hereunder shall be (i) delivered by personally, or (ii) sent by U.S. Certified Mail, postage prepaid, with return receipt requested, or by nationally recognized overnight courier, to the respective parties at the addresses shown on page 1 of this Lease. If mailed, such notice shall be considered received by the addressee on the date of posting into the United States mail. If sent by courier, such notice shall be considered received by the addressee on the first business day after deposit with the courier.

26. EMINENT DOMAIN. If during the Term, the whole of the Leased Premises or Building or any part thereof so substantial as, in Lessor's sole judgment, to render the remainder of same impractical for the operation of Lessor's rental activities on the Property, shall be taken by any governmental or other authority having powers of eminent domain (or conveyed to such entity under threat of the exercise of such power), this Lease shall terminate on the date of the taking (or conveyance), and Rent shall be apportioned to the date thereof. Lessee shall have no right to any apportionment of or any share in any condemnation award or judgment for damages made for the taking or conveyance of any part of the Leased Premises or the Building.

27. QUIET ENJOYMENT. Providing that Lessee shall have complied with all of its covenants under this Lease and shall not otherwise be in default hereunder, the Lessee shall have the right to lawfully, peaceably and quietly occupy the Leased Premises during the term of this Lease without hindrance or eviction by any persons lawfully claiming under the Lessor to have title to the Leased Premises, superior to the Lease.

28. RULES AND REGULATIONS/GOVERNMENTAL REQUIREMENTS. Lessor shall have the right to publish reasonable rules and regulations for use of the common areas within the Building and the adjacent driveways, landscaped areas and parking lots. Such rules and regulations shall be published by Lessor in written form, enforced in a non-discriminatory manner, and shall be uniform for all tenants occupying the Building. Lessee shall comply with all governmental laws or regulations applying to its use of the Premises.

29. ENVIRONMENTAL RESTRICTIONS.

(a) The term "Environmental Laws" shall mean all federal, state and local laws, statutes, regulations, ordinances or the like which regulate, govern or in any way deal with the storage, generation, release, clean-up, use or abatement of substances or wastes for the protection of health, safety and/or the environment. Also, "Hazardous Substances" shall mean those toxic, hazardous or other substances or wastes, the generation, storage, discharge, and/or disposal of which are regulated and/or controlled by any Environmental Law.

(b) Lessee shall not (i) generate, utilize, store or dispose of on the Leased Premises or Property any Hazardous Substances or (ii) suffer or permit to occur any violation of Environmental Laws on or with respect to the Leased Premises or Property.

(c) Lessee shall forever indemnify, defend and hold harmless Lessor and its partners, officers, directors, employees, agents, successors, grantees, assigns and mortgagees (collectively the "Lessor Group") from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature, including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of the rentable or usable space or of any amenity, damages arising from any adverse impact on leasing space on the Property, and sums paid in settlement of claims and for attorneys' fees, consultant fees and expert fees that may arise during or after the Term or any extension of the Term as a result of any breach by Lessee of the covenants contained in this Paragraph. For purposes of the foregoing, the term "costs" includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision, or as a result of any public or private enforcement action because of the presence of Hazardous Substances on or about the Property or because of the presence of Hazardous Substances anywhere else that came or otherwise emanated from the Property or the Leased Premises, or the existence of any other violation of Environmental Law. This covenant of indemnity shall survive the termination of this Lease.

30. FINANCIAL STATEMENTS. From time to time, but not more often than once each calendar year (except in the Event of a Default) and on written request from Lessor, Lessee shall furnish Lessor with copies of any financial statements that are available to Lessee showing Lessee's current financial condition and the results of the previous year's operations. Lessor shall keep such statements in confidence and shall show same only to the mortgagee or a prospective mortgagee or a prospective purchaser of the building in which the Leased Premises are located.

31. BROKERS. Lessor utilized the services of Millenium Properties R/E (the "Broker") in connection with this Lease. Lessee represents to Lessor that Lessee did not involve any broker in procuring this Lease. Lessor shall pay the commission due the Broker per a separate agreement, and Lessee shall have no responsibility for any such payment. Lessee hereby agree to forever indemnify, defend and hold Lessor harmless from and against any commissions, liability, loss, cost, damage or expense (including reasonable attorneys' fees) that may be asserted against or incurred by Lessor as a result of any misrepresentation by Lessee hereunder.

32. MISCELLANEOUS.

- (a) Time is of the essence of this Lease and each of its provisions.
- (b) This Lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to the respective heirs, executors, successors, administrators, and assigns of all parties to this Lease; provided, however, that this Lease shall not inure to the benefit of any assignee, heir, administrator, devisee, legal representative, successor, transferee or successor of Lessee except upon the prior written consent of Lessor.
- (c) This Lease contains the entire agreement of the parties, all other and prior representations, negotiations and agreements having been merged herein and extinguished hereby. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon either party hereto unless in writing signed by both parties.
- (d) The captions of sections and subsections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such sections or subsections.
- (e) Interpretation of this Lease shall be governed by the laws of the State of Illinois.
- (f) This Lease is and shall be deemed and construed to be the joint and collective work product of Lessor and Lessee and, as such, this Lease shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.
- (g) In the event that either party thereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (except the payment of Rent) by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason of a like nature not at the fault of the party delayed in performing work or doing as required under the terms of this Lease, than performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Subparagraph shall not operate to excuse Lessee from the prompt payment of Rent or any other payments required under the terms of this Lease.

33. IMPROVEMENTS: LESSEE DELAY. Lessor, at Lessor's sole cost and expense, shall install a demising wall with soundproofing and related installations, including doors, using building standard materials, in the Premises ("Landlord's Work" or the "Work") as designated in the Floor Plan attached hereto as Exhibit B and incorporated herein by reference. Any revisions in Landlord's Work shall be at Lessee's sole cost and expense and shall also constitute a Lessee Delay. Except as expressly set forth herein, Lessor has made no promise to alter, remodel, clean, decorate, repair, or improve the Premises, and Lessee is taking possession of the Premises in its AS IS WHERE IS condition, WITHOUT REPRESENTATIONS OR WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, OR HABITABILITY, AND WITHOUT OBLIGATION TO ALTER, REMODEL, IMPROVE, REPAIR, DECORATE, OR CLEAN ANY PART OF THE SUBSTITUTE PREMISES OR ANY OTHER PORTION OF THE BUILDING.

Lessee, at Lessee's sole cost and expense, shall install Lessee's phone, data and communication lines and equipment. Lessee covenants and agrees that it will

- (a) work in harmony with Lessor and Lessor's agents, contractors, workmen, mechanics and suppliers;
- (b) obtain in advance Lessor's approval of the contractors proposed to be used by Lessee and depositing with Lessor in advance of any work, the general contractor's affidavit for

the proposed work and waivers of lien from the general contractor and all subcontractors and suppliers of material; and

- (c) furnish Lessor with such insurance from its contractors as Lessor may require.

Lessee shall protect, defend, indemnify and save harmless Lessor from all liabilities, costs, damages, fees and expenses arising out of the activities of Lessee or its agents, contractors, suppliers or workmen in the Premises.

Lessor shall proceed diligently to cause the Work to be substantially completed on or before June 1, 2016, subject to Tenant Delay and Force Majeure Delay, as hereinafter defined.

(a) When Lessor considers the Work to be substantially complete or about to be substantially completed, Lessor shall notify Lessee as to the date or anticipated date of substantial completion and of a reasonable time and date for inspection of the Work. Lessee agrees to inspect the Premises at such time and on such date and to execute at the time of such inspection Lessor's form of inspection report which shall list items designated by Lessor and Lessee, in good faith, as not yet completed (said list is hereinafter referred to as a "Punch List"). If Lessee does not appear for inspection on the date designated or agreed upon, Lessee shall be deemed to have accepted the Premises as substantially completed. In the event of any dispute as to whether or not Lessor has substantially completed the Work, the decision of Lessor's architect, acting reasonably and in good faith, shall be final and binding on the parties. Lessee agrees that, at the request of Lessor from time to time after the initial inspection, Lessee shall initial such Punch List or execute a revised Punch List to reflect completion or partial completion of prior Punch List items.

(b) At any time after substantial completion of the Work, Lessor may enter the Premises to complete Punch List items, and such entry by Lessor or its agents, employees or contractors for such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent, or relieve Lessee from any of its obligations under the Lease, or impose any other liability upon Lessor or its agents, employees or contractors.

- (c) "Tenant Delay" shall be any of the following:

- (i) Lessee's failure to timely furnish information requested by Lessor;

- (ii) Lessee's failure to timely approve the Work or any revised costs after submittal by Lessor for such approval;

- (iii) Lessee's request for or use of unique materials, finishes or installations or construction procedures which are substantially different from that which is standard or customary for the Building or from that shown in any plan which Lessee has heretofore approved;

- (iv) Lessee's failure to pay for such portion of the Work, if any, as and when payable by Lessee hereunder;

- (v) Lessee's changes in the Work (notwithstanding Lessor's approval of any such changes);

- (vi) The entry by Lessee or any contractors for Lessee in or about the Premises or Building that causes a substantial delay; or

- (vii) Any other act, omission or delay by Lessee, its agents or contractors or persons employed by any of such persons delaying substantial completion of the Work.

(d) "Force Majeure Delay" shall be any other cause beyond the reasonable control of Lessor, including, without limitation, strikes, lockouts, labor trouble, disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties and acts of God.

34. PARKING. Lessee shall be entitled to the use of four (4)-parking spaces per 1000 rentable square feet of leased space for its and its clientele use. Such use shall be on a non-exclusive, first come-first serve basis.

35. AMERICANS WITH DISABILITIES ACT. Lessee has been provided an opportunity to inspect the Premises and the Building sufficient to determine whether or not the Premises and the Building in their condition current as of the date hereof deviate in any manner from the requirements of the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA"). Except as may otherwise be specifically provided herein, Lessee accepts the Building in "as-is" condition and agrees that Lessor makes no representation or warranty as to whether the Premises or the Building conform to the requirements of the ADA. Lessee has prepared or reviewed the plans and specifications for the initial preparation of the Premises for Lessee's use and occupancy and has independently determined that such plans and specifications are in conformance with the requirements of the ADA. To the extent that Lessor prepared, reviewed or approved any of those plans and specifications, such action shall in no event be deemed any representation or warranty that the same comply with any requirements of the ADA. Lessee shall be solely responsible for all requirements under the ADA relating to the Lessee or any affiliates or persons or entities related to the Lessee (collectively, "Affiliates"), operations of the Lessee or Affiliates, or the Premises, including, without limitation, requirements under the ADA pertaining to Lessee's employees.

36. OFAC AND ANTI-MONEY LAUNDERING COMPLIANCE CERTIFICATIONS. Lessee hereby represents, certifies and warrants to Lessor as follows: (i) Lessee is not named by, and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by, any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control ("OFAC"); (ii) Lessee is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used to pay Rent have been or will be derived from a "specified unlawful activity" as defined in, and Lessee is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable laws regarding money laundering activities. Furthermore, Lessee agrees to immediately notify Lessor if Lessee was, is, or in the future becomes a "senior foreign political figure," or an immediate family member or close associate of a "senior foreign political figure," within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Lease to the contrary, Lessee acknowledges and agrees that this Lease is a continuing transaction and that the foregoing representations, certifications and warranties are ongoing and shall be and remain true and in full force and effect on the date hereof and throughout the Term of the Lease (and any extension thereof) and that any breach thereof shall be a default under the Lease (not subject to any notice or cure period) giving rise to Lessor's remedies, including but not limited to forcible eviction, and Lessee hereby agrees to defend, indemnify and hold harmless Lessor from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including without limitation costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certification and warranties.

37. SUBMISSION. Submission of this Lease by Lessor to Lessee for examination and/or execution shall not in any manner bind Lessor and no obligations on Lessor shall arise under this Lease unless and until this Lease is fully signed and delivered by Lessor and Lessee.

38. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

39. NO PERSONAL LIABILITY. This Lease is executed by the undersigned Lessor and/or its authorized agent, not personally, but solely as Lessor or its authorized agent, and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Lessor, individually, but are made and intended only to bind Lessor's interest in the Premises and the Building, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against said Lessor or any manager, member, partner, officer, director, shareholder or agent thereof, or under any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied; all such personal liability, if any, being and is expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Lessor and Lessee hereby represent, each to the other, they have the power and authority to enter into this Lease.

40. CONDITIONAL ABATEMENT OF BASE RENT. Provided that Lessee is not in default beyond any applicable notice and cure period under the Lease, the Base Rent shall abate for the period commencing on June 1, 2016 and ending June 30, 2016 (the "Abatement Period"). If Lessee is in default under the Lease beyond any applicable notice and cure period for any time prior to, during or after the Abatement Period, then all Base Rent so abated shall become due upon demand by Lessor.

[Signature Page to follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of Lease stated above.

Lessee: ITG Transportation Services, Inc.

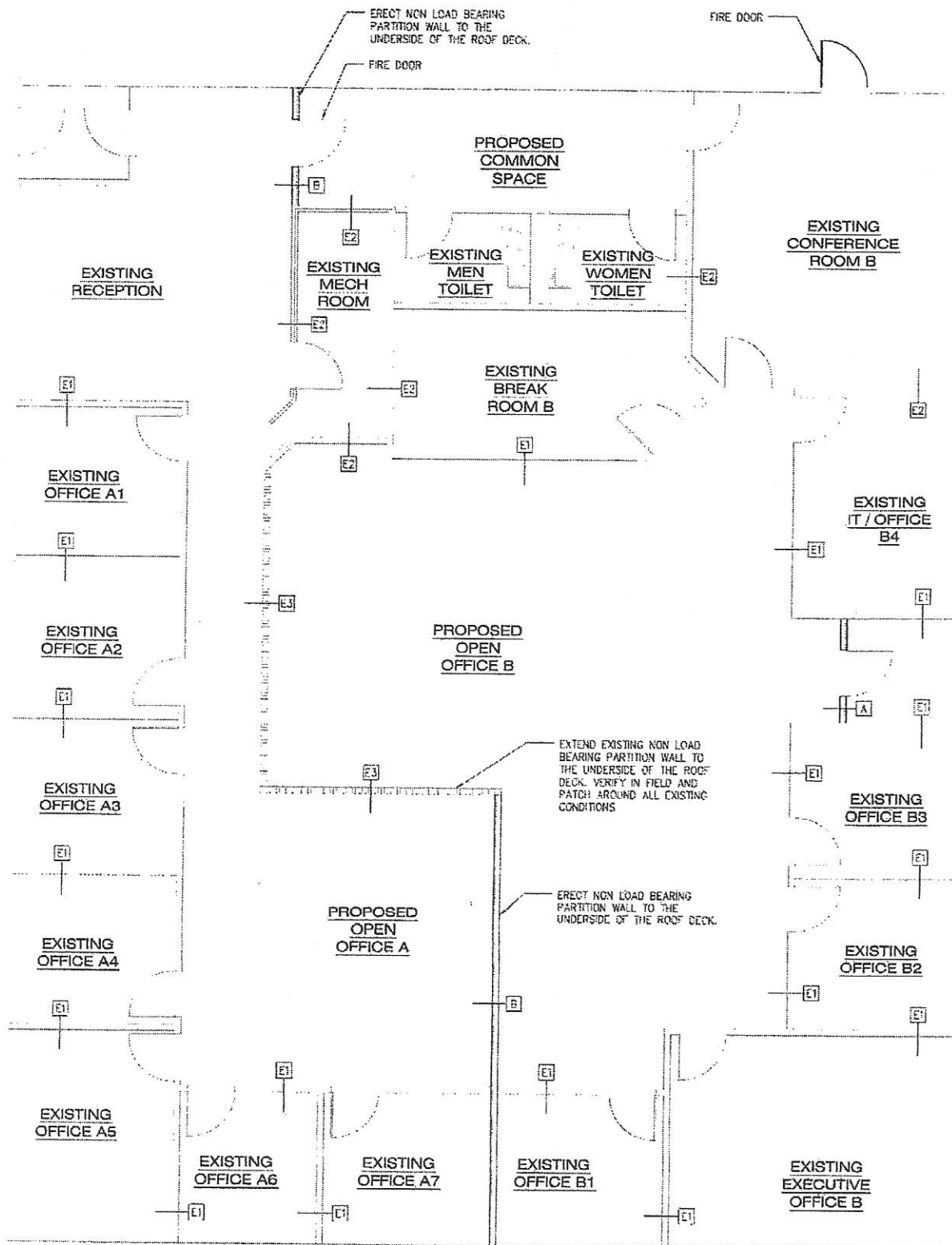
Lessor: Empire Plaza, LLC

By: John P. Lipp PRESIDENT

By: Joel Levin Manager

Date: 4-26-2016

Date: 4/26/16



PROPOSED 2 TENANT SPACES

SCALE: 3/16" = 1'-0"

