SETTLEMENT AGREEMENT AND RELEASE
THE BUSINESS LIAISON LEASE AT THE ATRIUM BUILDING

This Settlement Agreement and Release (the "Agreement") is made by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "City") and The Business Liaison, Inc., a corporation organized and existing under the laws of the State of Nevada (the "Business Liaison"). The City and Business Liaison are individually or collectively referred herein as the "Settling Party" or "Settling Parties."

RECITALS

WHEREAS, on or about December 5, 2007, the Business Liaison and McHenry Commons Partners, LLC ("McHenry"), the former owner of the premises located at 333 North Rancho Drive in Las Vegas, Clark County, Nevada known as the Atrium Building (the "Atrium"), entered into an office lease (the "Lease") of 2,736 square feet for a term of seventy-four (74) months (the "Lease Term") with a termination date of February 28, 2014 at a monthly rent detailed in the Lease, attached hereto as Exhibit A; and

WHEREAS, on or about December 17, 2007, the City purchased the Atrium from McHenry and assumed the Lease; and

WHEREAS, on or about June 1, 2008, the City and Business Liaison executed the First Amendment to the Lease (the "Amendment"). The Amendment identified Sixty Five Thousand Seven Hundred Fifty Five Dollars and 88/100 ($65,755.88) in improvement costs that exceeded the tenant improvement allowance set forth in the Lease (the "Excess TI Costs"). Business Liaison elected to increase the monthly installments of rent (the "Supplemental Rent") for the Lease Term to reimburse the City for the Excess TI Costs. The Amendment also provided for rent abatement which is detailed in the Amendment, attached hereto as Exhibit B; and

WHEREAS, Business Liaison vacated the leased office space on or about September 7, 2008 after providing thirty (30) days written notice to the City's Property Manager in a letter dated August 8, 2008, attached hereto as Exhibit C; and

WHEREAS, the City applied and retained the Security Deposit of Six Thousand Six Hundred Ninety Seven Dollars and 28/100 ($6,697.28) to pay for August 2008 rent, August 2008 Supplemental Rent, August 2008 Parking Fee and for September 2008 prorated Rent and Parking and abated any additional Rent and Parking Fees not covered by the Security Deposit, other than the remaining Supplemental Rent; and

WHEREAS, a dispute has arisen between Business Liaison and the City regarding Supplemental Rent that the City claims to be due under the Lease. The Business Liaison believes that, due to information received from the City's Property Manager, the Business Liaison would not be responsible for payment of any costs in connection with the Lease and Amendment, including Supplemental Rent, after providing thirty (30) days notice of intent to vacate the leased office space. The City claims that the notice provided to the City's Property Manager did not release the Business Liaison from the obligation to pay any costs associated with the Lease and Amendment, including Supplemental Rent (the "Dispute").

WHEREAS, the Settling Parties nevertheless wish to settle the Dispute by execution of this Agreement. Other than the Dispute as set forth above, there are no disputes pending between the Settling Parties. However, in order to fully resolve any possible disputes known or unknown, the Settling Parties wish to enter into a general release as set forth herein.

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Settling Parties hereto agree as follows:

ARTICLE I
RENT AND SUPPLEMENTAL RENT SETTLEMENT AMOUNT

The City and Business Liaison agree that the Security Deposit retained by the City and applied to pay for August 2008 rent, August 2008 Supplemental Rent, August 2008 Parking Fee and September 2008 prorated Rent and Parking shall settle all claims between the Parties for any and all Rent, Supplemental Rent, Parking fees and fees due under the terms of the Lease and Amendment.

ARTICLE II
RELEASE

In consideration of the compromise of the Dispute and any other controversies, differences, claims, damages, injuries, losses, and/or causes of action related to the Lease and Amendment, including but not limited to a full and complete settlement and release and discharge of all matters, claims, counterclaims, and other good and valuable considerations set forth in this Agreement, the Settling Parties jointly and separately release and forever discharge each other and their past, present and future officers, employers, agents, representatives and consultants for any and all manner of actions, causes of actions, rights, disputes, controversies, differences, claims, damages, injuries, judgments, debts, contracts, promises, demands, obligations, suits and liabilities of every kind and manner whatsoever, in law or in equity, which either has had, now has, or could have been claimed, asserted, or discovered, including all claims associated with, related to or in any way arising from any losses, damages, claims, injuries, deprivations, costs, expenses, related to or in any way associated with or arising from or in connection with the Lease and Amendment.

To the extent any statute, rule, regulation, court decision or provision of law made to preserve any rights hereinafter to assert presently existing but unknown claims which would otherwise be barred by the terms of this Agreement, the Settling Parties hereby specifically and expressly waive their respective rights under such statute, rule, regulation or other provision of law.

Any terms or provision of the Lease and Amendment preceding this Agreement shall be superseded by the terms of this Agreement and shall have no further effect and shall no longer be binding upon the Settling Parties.

ARTICLE III
REPRESENTATION AND WARRANTY

Business Liaison hereby represents and warrants that it has not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party hereto, claims or rights as to any of the matters released and referenced herein, or any part or portion thereof. Business Liaison further agrees to indemnify and hold the City, it officers, employers, agents, representatives and consultants harmless from and against any claim, demand, damage, liability, accounting, reckoning, obligations, costs, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation has been commenced), based upon, in connection with, or arising out of any such assignment or transfer in violation of this representation and warranty. Business Liaison further agrees to defend, indemnify and hold the City, or its officers harmless from any further claims or causes of action, known or unknown, from the Business Liaison's contractors and material suppliers. The City agrees to notify the Business Liaison immediately of any claims or causes of action, which are served or received by it. Business Liaison's obligation to defend the City commences once notified by the City or once it is notified by the claimant or litigant.

ARTICLE IV
MISCELLANEOUS REPRESENTATIONS AND WARRANTIES

Each Settling Party to this Agreement represents and warrants to the other Settling Party hereto the following:

1. Each Settling Party has received independent legal advice from its attorney with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.

2. Neither Settling Party, nor any officers, employees, agents, representatives and consultants of any Settling Party, has made any statement or representation to the other Settling Party regarding any fact relied upon entering into this Agreement and each Settling Party is not relying upon any statement, representation or promise of the other Settling Party, an officer, employee, agent, representative or consultant of any Settling Party officer, in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

3. Each Settling Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.

4. Each Settling Party declares that prior to the execution of this Agreement, it and/or its duly authorized representatives have apprised themselves of sufficient relevant data, either through attorneys, experts or other sources of their own selection, in order to intelligently exercise their judgment in deciding whether to execute, and in deciding the contents of, this Agreement. Each Settling Party states that this Agreement is entered into freely and voluntarily, upon the advice and with the approval of its counsel. Each Settling Party

represents that the individual signing this Agreement is authorized to bind the Settling Parties on whose behalf he or she signs.

5. In entering into this Agreement and the settlement provided for herein, each Settling Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Settling Parties, regardless of any claims of misrepresentations, promises made without intent to perform, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever.

6. Each Settling Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Settling Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Settling Parties, or any of them; and (iii) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

7. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

8. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Settling Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

9. This Agreement is binding upon and shall inure to the benefit of the Settling Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the Settling Parties.

10. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

11. Counterparts; Electronic Delivery. This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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12. The Settling Parties hereby certify that each has read all of the Agreement and fully understand the same.

IN WITNESS WHEREOF, the Settling Parties by their duly authorized representative have executed this Agreement on the dates set forth opposite their respective signatures below:

CITY OF LAS VEGAS

DATED: 6/3/09

Oscar B. Goodman, Mayor

ATTEST:

By
Beverly K. Bridges, CMC, City Clerk 6/5/09 Date

APPROVED AS TO FORM:

By 5/20/09
Deputy City Attorney Date

THE BUSINESS LIAISON, INC.

DATED: April 27, 2009 By:

Title: President

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 27th day of April . 2009, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

Lindsay Sharbono
Notary Public

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 27th day of April . 2009, before me, the undersigned Notary Public in and for said County and State, appeared, Lois Greene, President of The Business Liaison, Inc., known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the purposes therein mentioned.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LINDSAY SHARBONO
No: 06-108398-1
My Appointment Expires Sept. 1, 2010

Lindsay Sharbono
Notary Public

EXHIBIT A

LEASE BETWEEN
MCHENRY COMMONS PARTNERS, LLC (LANDLORD)
AND
THE BUSINESS LIAISON, INC. (TENANT)

GM

GG
mg

LEASE

McHENRY COMMONS PARTNERS, L.L.C.,

Landlord,

and

THE BUSINESS LIAISON, INC.,

Tenant

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OFFICE LEASE

REFERENCE PAGES

BUILDING:	Atrium Business Tower 333 North Rancho Drive, Las Vegas, Nevada
LANDLORD:	McHenry Commons Partners, L.L.C.
LANDLORD'S ADDRESS:	c/o GK Development, Inc. 303 East Main Street, Suite 201 Barrington, IL 60010
LEASE REFERENCE DATE:	May 1, 2007
TENANT:	The Business Liaison, Inc., a Nevada corporation
TENANT'S NOTICE ADDRESS:	Atrium Business Tower 333 North Rancho Drive, Suites 455, 460 and 465 Las Vegas, NV 89106
PREMISES ADDRESS:	333 North Rancho Drive, Suites 455, 460 and 465 Las Vegas, Clark County, NV 89106
PREMISES RENTABLE AREA:	2,736 square feet
SCHEDULED COMMENCEMENT DATE:	The date on which the Tenant improvements have been substantially completed and the City of Las Vegas issues a "conditional" or "occupancy" permit.
TERM OF LEASE:	Seventy-four (74) months, beginning on the Commencement Date and ending on the Termination Date. [The period from the Commencement Date to the last day of the same month is the "Commencement Month."]
TERMINATION DATE:	The last day of the seventy-fourth (74th) full calendar month after (if the Commencement Month is not a full calendar month), or from and including (if the Commencement Month is a full calendar month), the Commencement Month.
ANNUAL RENT and MONTHLY INSTALLMENT OF RENT(Article 3):	See Below.

Period		Rentable Square Footage	Annual Rent Per Square Foot	Monthly Rent Per Square Foot	Total Rent During Period	Monthly Installment of Rent
From	through					
Month 1	Month 12	2,736	$23.40	$1.95	$64,022.40	$5,335.20
Month 13	Month 24	2,736	$24.10	$2.01	$65,937.60	$5,494.80
Month 25	Month 36	2,736	$24.82	$2.07	$67,907.52	$5,658.96
Month 37	Month 48	2,736	$25.56	$2.13	$69,932.16	$5,827.68
Month 49	Month 60	2,736	$26.33	$2.19	$72,038.88	$6,003.24
Month 61	Month 72	2,736	$27.12	$2.26	$74,200.32	$6,183.36

Month 73	Month 74	2,736	$27.93	$2.33	$12,749.76	$6,374.88

Provided Tenant is not then in default under this Lease, the Monthly Installments of Rent for Month 1 and Month 2 of the Term shall be abated for the entire Premises. In addition, provided Tenant is not then in default under this Lease, the Monthly Installments of Rent attributable to Suite No. 455 only (consisting of 412 rentable square feet) shall be abated as follows: (i) for Month 3 through Month 6, the Monthly Installments of Rent attributable to Suite No. 455 only shall be abated in full; (ii) for Month 7 through Month 12, the Monthly Installments of Rent attributable to Suite No. 455 only shall be abated by fifty percent (50%); and (iii) after Month 12, Tenant shall pay the full Monthly Installments of Rent attributable to Suite No. 455. In the event of a material default by Tenant at any time during the Term, in addition to any and all rights and remedies available to Landlord hereunder, the abated rent for Months 1 and 2, and the abated rent attributable to Suite No. 455, shall become immediately due and payable. In lieu of the aforesaid abatements of rent for the first two (2) months of the Term and the aforesaid abatements of rent attributable to Suite No. 455, Tenant shall have the right, at its option, to take such sums in the form of an additional Tenant Improvement Allowance pursuant to Section 43 hereof.

TENANT'S PROPORTIONATE SHARE:	1.98% (2,736 ÷ 138,530)
SECURITY DEPOSIT:	$5,335.20 (equal to one (1) month of the Monthly Installment of Rent)
REAL ESTATE BROKER DUE COMMISSION:	CB Richard Ellis
BUILDING BUSINESS HOURS:	7:00 a.m. to 6:30 p.m. – Monday through Friday
GUARANTOR:	None/Not applicable
BASE YEAR (EXPENSES)	Calendar Year 2007
BASE YEAR (TAXES)	Calendar Year 2007

The Reference Pages information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Pages information and the Lease, the Lease shall control. This Lease includes Exhibits A through D, all of which are made a part of this Lease.

LANDLORD:

McHENRY COMMONS PARTNERS, L.L.C.,
an Illinois limited liability company

By: Atrium Vegas, Inc.,
an Illinois corporation, its Manager

By: Sherry Mast

Name: Sherry Mast

Title: Sr. Vice Pres

Dated: May 14, 2007

TENANT:

THE BUSINESS LIAISON, INC.,
a Nevada corporation

By: Lois E Greene

Name: Lois E. Greene

Title: President & CEO

Dated: May 9, 2007

LEASE

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building as set forth and described on the Reference Pages. The Premises are described in the Reference Page and located in the Building legally described or depicted on Exhibit A attached hereto. The Reference Pages, including all terms defined thereon, are incorporated as part of this Lease.

1. USE AND RESTRICTIONS ON USE.

1.1 The Premises are to be used solely for operation of general office purposes. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure, annoy, or disturb them, or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, or commit any waste. Tenant shall not do, permit or suffer in, on, or about the Premises the sale of any alcoholic liquor without the written consent of Landlord first obtained. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations in the Building or appurtenant land, caused or permitted by, or resulting from the specific use by, Tenant, or in or upon, or in connection with, the Premises, all at Tenant's sole expense. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Building or any part thereof. Tenant shall have access 24 hours per day, 7 days per week, 52 weeks per year to the Premises, the Building and the parking facilities, subject to emergency shut downs or temporary repairs/replacements. The hours of operation for the Building are currently 7:00 a.m. to 6:30 p.m., Monday through Friday. After hours access is granted with a pass card.

1.2 Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (collectively, the "Tenant Entities") to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any (collectively "Hazardous Materials") flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes, presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"), nor shall Tenant suffer or permit any Hazardous Materials to be used in any manner not fully in compliance with all Environmental Laws, in the Premises or the Building and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Building and appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Entities (as defined in Article 30) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials by Tenant or any Tenant Entity (even though permissible under all applicable Environmental Laws or the provisions of this Lease), or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section 1.2.

1.3 Tenant and the Tenant Entities will be entitled to the non-exclusive use of the common areas of the Building as they exist from time to time during the Term, including the parking facilities, subject to Landlord's rules and regulations regarding such use. However, in no event will Tenant or the Tenant Entities park more vehicles in the parking facilities than Tenant's Proportionate Share of the total parking spaces available for common use. The foregoing shall not be deemed to provide Tenant with an exclusive right to any parking spaces or any guaranty of the availability of any particular parking spaces.

2. **TERM.**

2.1 The Term of this Lease shall begin on the date ("Commencement Date") which shall be the later of the Scheduled Commencement Date as shown on the Reference Pages and the date that Landlord shall tender possession of the Premises to Tenant, and shall terminate on the date as shown on the Reference Pages ("Termination Date"), unless sooner terminated by the provisions of this Lease. Landlord shall tender possession of the Premises with all the work, if any, to be performed by Landlord pursuant to Exhibit B to this Lease substantially completed. Tenant shall deliver a punch list of items not completed within thirty (30) days after Landlord tenders possession of the Premises and Landlord agrees to proceed with due diligence to perform its obligations regarding such items. Tenant shall, at Landlord's request, execute and deliver a memorandum agreement provided by Landlord in the form of Exhibit C attached hereto, setting forth the actual Commencement Date, Termination Date and, if necessary, a revised rent schedule. Should Tenant fail to do so within thirty (30) days after Landlord's request, the information set forth in such memorandum provided by Landlord shall be conclusively presumed to be agreed and correct.

2.2 Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises on the Scheduled Commencement Date for any reason, Landlord shall not be liable for any damage resulting from such inability, but Tenant shall not be liable for any rent until the time when Landlord can, after notice to Tenant, deliver possession of the Premises to Tenant. No such failure to give possession on the Scheduled Commencement Date shall affect the other obligations of Tenant under this Lease, except that if Landlord is unable to deliver possession of the Premises within one hundred twenty (120) days after the Scheduled Commencement Date (other than as a result of strikes, shortages of materials, holdover tenancies or similar matters beyond the reasonable control of Landlord and Tenant is notified by Landlord in writing as to such delay), Tenant shall have the option to terminate this Lease unless said delay is as a result of: (a) Tenant's failure to agree to plans and specifications and/or construction cost estimates or bids; (b) Tenant's request for materials, finishes or installations other than Landlord's standard except those, if any, that Landlord shall have expressly agreed to furnish without extension of time agreed by Landlord; (c) Tenant's change in any plans or specifications; or, (d) performance or completion by a party employed by Tenant (each of the foregoing, a "Tenant Delay"). If any delay is the result of a Tenant Delay, the Commencement Date and the payment of rent under this Lease shall be accelerated by the number of days of such Tenant Delay.

2.3 In the event Landlord permits Tenant, or any agent, employee or contractor of Tenant, to enter, use or occupy the Premises prior to the Commencement Date, such entry, use or occupancy shall be subject to all the provisions of this Lease other than the payment of rent, including, without limitation, Tenant's compliance with the insurance requirements of Article 11. Said early possession shall not advance the Termination Date.

3. **RENT.**

3.1 Tenant agrees to pay to Landlord the Annual Rent in effect from time to time by paying the Monthly Installment of Rent then in effect on or before the first day of each full calendar month during the Term, except that the first Monthly Installment of Rent due for the period commencing on the Commencement Date shall be deposited upon execution of this Lease. The Monthly Installment of Rent in effect at any time shall be one-twelfth (1/12) of the Annual Rent in effect at such time. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Rent based upon the number of days in such month. Said rent shall be paid to Landlord, without deduction or offset and without notice or demand, at the Rent Payment Address, as set forth on the Reference Pages, or to such other person or at such other place as Landlord may from time to time designate in writing. If an Event of Default occurs, Landlord may require by notice to Tenant that all subsequent rent payments be made by an automatic payment from Tenant's bank account to Landlord's account, without cost to Landlord. Tenant must implement such automatic payment system prior to the next scheduled rent payment or within ten (10) days after Landlord's notice, whichever is later. Unless specified in this Lease to the contrary, all amounts and sums payable by Tenant to Landlord pursuant to this Lease shall be deemed additional rent.

3.2 Tenant recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to the greater of: (a) Fifty Dollars ($50.00), or (b) six percent (6%) of the unpaid rent or other payment. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive month until paid. The provisions of this Section 3.2 in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section 3.2 in any way affect Landlord's remedies pursuant to Article 19 of this Lease in the event said rent or other payment is unpaid after date due.

4. **RENT ADJUSTMENTS.**

4.1 For the purpose of this Article 4, the following terms are defined as follows:

4.1.1 **Lease Year:** Each fiscal year (as determined by Landlord from time to time) falling partly or wholly within the Term.

4.1.2 **Expenses:** All costs of operation, maintenance, repair, replacement and management of the Building (including the amount of any credits which Landlord may grant to particular tenants of the Building in lieu of providing any standard services or paying any standard costs described in this Section 4.1.2 for similar tenants), as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: water and sewer charges; insurance charges of or relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable and relating in any manner to the protection, preservation, or operation of the Building or any part thereof; utility costs, including, but not limited to, the cost of heat, light, power, steam, gas; waste disposal; the cost of janitorial services; the cost of security and alarm services (including any central station signaling system); costs of cleaning, repairing, replacing and maintaining the common areas, including parking and landscaping, window cleaning costs; labor costs; costs and expenses of managing the Building including management fees; air conditioning maintenance costs; elevator maintenance fees and supplies; material costs; equipment costs including the cost of maintenance, repair and service agreements and rental and leasing costs; purchase costs of equipment; current rental and leasing costs of items which would be capital items if purchased; tool costs; licenses, permits and inspection fees; wages and salaries; employee benefits and payroll taxes; accounting and legal fees; any sales, use or service taxes incurred in connection therewith. In addition, Landlord shall be entitled to recover, as additional rent (which, along with any other capital expenditures constituting Expenses, Landlord may either include in Expenses or cause to be billed to Tenant along with Expenses and Taxes but as a separate item), Tenant's Proportionate Share of: (i) an allocable portion of the cost of capital improvement items which are reasonably calculated to reduce operating expenses; (ii) the cost of fire sprinklers and suppression systems and other life safety systems; and (iii) other capital expenses which are required under any governmental laws, regulations or ordinances which were not applicable to the Building at the time it was constructed; but the costs described in this sentence shall be amortized over the reasonable life of such expenditures in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles, with interest on the unamortized amount at one percent (1%) in excess of the Wall Street Journal prime lending rate announced from time to time, as either may be remeasured from time to time by landlord to more accurately reflect the true gross leasable area. Expenses shall not include depreciation or amortization of the Building or equipment in the Building except as provided herein, loan principal payments, costs of alterations of tenants' premises, leasing commissions, interest expenses on long-term borrowings or advertising costs.

4.1.3 **Taxes:** Real estate taxes and any other taxes, charges and assessments which are due with respect to the Building or the land appurtenant to the Building, or with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located in the Building and used in connection with the operation of the Building and said land, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and all fees, expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year. Taxes shall not include any corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Building or any taxes to be paid by Tenant pursuant to Article 28.

4.2 If in any Lease Year, (i) Expenses paid or incurred shall exceed Expenses paid or incurred in the Base Year (Expenses) and/or (ii) Taxes paid or incurred by Landlord in any Lease Year shall exceed the amount of such Taxes which became due and payable in the Base Year (Taxes), Tenant shall pay as additional rent for such Lease Year Tenant's Proportionate Share of such excess.

4.3 The annual determination of Expenses shall be made by Landlord, and shall be binding upon Landlord and Tenant, subject to the provisions of this Section 4.3. During the Term, Tenant may review, at Tenant's sole cost and expense, the books and records supporting such determination in an office of Landlord, or Landlord's agent, during normal business hours, upon giving Landlord five (5) days advance written notice within sixty (60) days after receipt of such determination, but in no event more often than once in any one (1) year period, subject to execution of a confidentiality agreement acceptable to Landlord, and provided that if Tenant utilizes an independent accountant to perform such review it shall be one of national standing which is reasonably acceptable to Landlord, is not compensated on a contingency basis and is also subject to such confidentiality agreement. If Tenant fails to object to Landlord's determination of Expenses within ninety (90) days after receipt, or if any such objection fails to state with specificity the reason for the objection, Tenant shall be deemed to have approved such determination and shall have no further right to object to or contest such determination. In the event that during all or any portion of any Lease Year or Base Year, the Building is not fully rented and occupied Landlord shall make an appropriate adjustment in occupancy-related Expenses for such year for the purpose of avoiding distortion of the amount of such Expenses to be attributed to Tenant by reason of variation in total occupancy of the Building, by employing consistent and sound accounting and management principles to determine Expenses that would have been paid or incurred by Landlord had the Building been at least ninety-five percent (95%) rented and occupied, and the amount so determined shall be deemed to have been Expenses for such Lease Year.

4.4 Prior to the actual determination thereof for a Lease Year, Landlord may from time to time estimate Tenant's liability for Expenses and/or Taxes under Section 4.2, Article 6 and Article 28 for the Lease Year or portion thereof. Landlord will give Tenant written notification of the amount of such estimate and Tenant agrees that it will pay, by increase of its Monthly Installments of Rent due in such Lease Year, additional rent in the amount of such estimate. Any such increased rate of Monthly Installments of Rent pursuant to this Section 4.4 shall remain in effect until further written notification to Tenant pursuant hereto.

4.5 When the above mentioned actual determination of Tenant's liability for Expenses and/or Taxes is made for any Lease Year and when Tenant is so notified in writing, then:

4.5.1 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is less than Tenant's liability for Expenses and/or Taxes, then Tenant shall pay such deficiency to Landlord as additional rent in one lump sum within thirty (30) days of receipt of Landlord's bill therefor; and

4.5.2 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is more than Tenant's liability for Expenses and/or Taxes, then Landlord shall credit the difference against the then next due payments to be made by Tenant under this Article 4, or, if the Lease has terminated, refund the difference in cash.

4.6 If the Commencement Date is other than January 1 or if the Termination Date is other than December 31, Tenant's liability for Expenses and Taxes for the Lease Year in which said Date occurs shall be prorated based upon a three hundred sixty-five (365) day year.

5. **SECURITY DEPOSIT.** Tenant shall deposit the Security Deposit with Landlord upon the execution of this Lease. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default, except as otherwise set forth above. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so used, Tenant shall within five (5) days

after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Except to such extent, if any, as shall be required by law, Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant at such time after termination of this Lease when Landlord shall have determined that all of Tenant's obligations under this Lease have been fulfilled.

6. **ALTERATIONS.**

6.1 Tenant shall not make or suffer to be made any alterations, additions, or improvements, including, but not limited to, the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof or the making of any improvements as required by Article 7, without the prior written consent of Landlord. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements. Landlord's consent shall not be unreasonably withheld with respect to alterations which (i) are interior and not structural in nature, (ii) are not visible from the exterior of the Building, (iii) do not affect or require modification of the Building's electrical, mechanical, plumbing, HVAC or other systems, and (iv) in aggregate do not cost more than $5.00 per rentable square foot of that portion of the Premises affected by the alterations in question.

6.2 In the event Landlord consents to the making of any such alteration, addition or improvement by Tenant, the same shall be made by using either Landlord's contractor or a contractor reasonably approved by Landlord, in either event at Tenant's sole cost and expense. If Tenant shall employ any contractor other than Landlord's contractor and such other contractor or any subcontractor of such other contractor shall employ any non-union labor or supplier, Tenant shall be responsible for and hold Landlord harmless from any and all delays, damages and extra costs suffered by Landlord as a result of any dispute with any labor unions concerning the wage, hours, terms or conditions of the employment of any such labor. In any event Landlord may charge Tenant a construction management fee not to exceed five percent (5%) of the cost of such work to cover its overhead as it relates to such proposed work, plus third-party costs actually incurred by Landlord in connection with the proposed work and the design thereof, with all such amounts being due five (5) days after Landlord's demand.

6.3 All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with all government laws, ordinances, rules and regulations, using Building standard materials where applicable, and Tenant shall, prior to construction, provide the additional insurance required under Article 11 in such case, and also all such assurances to Landlord as Landlord shall reasonably require to assure payment of the costs thereof, including but not limited to, notices of non-responsibility, waivers of lien, surety company performance bonds and funded construction escrows and to protect Landlord and the Building and appurtenant land against any loss from any mechanic's, materialmen's or other liens. Tenant shall pay in addition to any sums due pursuant to Article 4, any increase in real estate taxes attributable to any such alteration, addition or improvement for so long, during the Term, as such increase is ascertainable; at Landlord's election said sums shall be paid in the same way as sums due under Article 4. Landlord may, as a condition to its consent to any particular alterations or improvements, require Tenant to deposit with Landlord the amount reasonably estimated by Landlord as sufficient to cover the cost of removing such alterations or improvements and restoring the Premises, to the extent required under Section 26.2.

7. **REPAIR.**

7.1 Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises, except as specified in <u>Exhibit B</u> if attached to this Lease and except that Landlord shall repair and maintain the structural portions of the Building, including the basic plumbing, air conditioning, heating and electrical systems installed or furnished by Landlord. By taking possession of the Premises, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them, except as set forth in the punch list to be delivered pursuant to Section 2.1. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically set forth in this Lease.

7.2 Tenant shall, at all times during the Term, keep the Premises in good condition and repair excepting damage by fire, or other casualty, and in compliance with all applicable governmental laws, ordinances and regulations, promptly complying with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Premises, all at Tenant's sole expense.

7.3 Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

7.4 Except as provided in Article 22, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or to fixtures, appurtenances and equipment in the Building. Except to the extent, if any, prohibited by law, Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

8. **LIENS.** Tenant shall keep the Premises, the Building and appurtenant land and Tenant's leasehold interest in the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Tenant, or obligations incurred by Tenant. In the event that Tenant fails, within ten (10) days following the imposition of any such lien, to either cause the same to be released of record or provide Landlord with insurance against the same issued by a major title insurance company or such other protection against the same as Landlord shall accept (such failure to constitute an Event of Default), Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to it by Tenant within five (5) days Landlord's demand.

9. **ASSIGNMENT AND SUBLETTING.**

9.1 Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment or subleasing without the prior written consent of Landlord, such consent not to be unreasonably withheld, and said restrictions shall be binding upon any and all assignees of the Lease and subtenants of the Premises. In the event Tenant desires to sublet the Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord at least sixty (60) days but no more than one hundred twenty (120) days 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 or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee.

9.2 Notwithstanding any assignment or subletting, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease 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, if the Premises or any part of them are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease 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 under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations under this Lease.

9.3 In addition to 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, to terminate this Lease, or in the case of a proposed subletting of less than the entire Premises, to recapture the portion of the 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 given by Landlord to Tenant within thirty (30) days following Landlord's receipt of Tenant's written notice as required above. However, if Tenant notifies Landlord, within five (5) days after receipt of Landlord's termination notice, that Tenant is rescinding its proposed assignment or sublease, the termination notice shall be void and the Lease shall continue in full force and effect. If this Lease shall be terminated with respect to the entire Premises pursuant to this Section, 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. If Landlord recaptures under this Section only a portion of the Premises, the rent to be paid from time to time during the unexpired Term shall abate proportionately based on the proportion by which the approximate square footage of the remaining portion of the Premises shall be less than that of the Premises 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 which may be due and owing as a result of any proposed assignment or subletting, whether or not the Premises are recaptured pursuant to this Section 9.3 and rented by Landlord to the proposed tenant or any other tenant.

9.4 In the event that Tenant sells, sublets, assigns or transfers this Lease, Tenant shall pay to Landlord as additional rent an amount equal to one hundred percent (100%) of any Increased Rent (as defined below), less the Costs Component (as defined below), when and as such Increased Rent is received by Tenant. As used in this Section, "Increased Rent" shall mean the excess of (i) all rent and other consideration which Tenant is entitled to receive by reason of any sale, sublease, assignment or other transfer of this Lease, over (ii) the rent otherwise payable by Tenant under this Lease at such time. For purposes of the foregoing, any consideration received by Tenant in form other than cash shall be valued at its fair market value as determined by Landlord in good faith. The "Costs Component" is that amount which, if paid monthly, would fully amortize on a straight-line basis, over the entire period for which Tenant is to receive Increased Rent, the reasonable costs incurred by Tenant for leasing commissions and tenant improvements in connection with such sublease, assignment or other transfer.

9.5 Notwithstanding any other provision hereof, it shall be considered reasonable for Landlord to withhold its consent to any assignment of this Lease or sublease of any portion of the Premises if at the time of either Tenant's notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed assignee or sublessee is an entity: (a) with which Landlord is already in negotiation; (b) is already an occupant of the Building unless Landlord is unable to provide the amount of space required by such occupant; (c) is a governmental agency; (d) is incompatible with the character of occupancy of the Building; (e) with which the payment for the sublease or assignment is determined in whole or in part based upon its net income or profits; or (f) would subject the Premises to a use which would: (i) involve increased personnel or wear upon the Building; (ii) violate any exclusive right granted to another tenant of the Building; (iii) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or, (iv) involve a violation of Section 1.2. Tenant expressly agrees that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord, Landlord's refusal to consent to any assignment or sublease for any of the reasons described in this Section 9.5, shall be conclusively deemed to be reasonable.

9.6 Upon any request to assign or sublet, Tenant will pay to Landlord the Assignment/Subletting Fee plus, on demand, a sum equal to all of Landlord's costs, including reasonable attorney's fees, incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises, regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment, pledge or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 9 shall be void.

9.7 If Tenant is a corporation, limited liability company, partnership or trust, any transfer or transfers of or change or changes within any twelve (12) month period in the number of the outstanding voting shares of the corporation or limited liability company, the general partnership interests in the partnership or the identity of the persons or entities controlling the activities of such partnership or trust resulting in the persons or entities owning or controlling a majority of such shares, partnership interests or activities of such partnership or trust at the beginning of such period no longer having such ownership or control shall be regarded as equivalent to an assignment of this Lease to the persons or entities acquiring such ownership or control and shall be subject to all the provisions of this Article 9 to the same extent and for all intents and purposes as though such an assignment.

10. **INDEMNIFICATION.** None of the Landlord Entities shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises or the Building by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent caused by or arising from the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property (including but not limited to property of any Landlord Entity) or any injury (including but not limited to death) to any person occurring in, on or about the Premises or the Building to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Tenant or any Tenant Entity to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

11. **INSURANCE.**

11.1 Tenant shall keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies to protect the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than $1,000,000.00 per occurrence and not less than $2,000,000.00 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury and property damage liability and $1,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than $1,000,000 per accident; (c) insurance protecting against liability under Worker's Compensation Laws with limits at least as required by statute with Employers Liability with limits of $500,000 each accident, $500,000 disease policy limit, $500,000 disease--each employee; (d) All Risk or Special Form coverage protecting Tenant against loss of or damage to Tenant's alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the Premises to the full replacement value of the property so insured; and, (e) Business Income Insurance with limit of liability representing loss of at least approximately six (6) months of income.

11.2 The aforesaid policies shall (a) be provided at Tenant's expense; (b) name the Landlord Entities as additional insureds (General Liability) and loss payee (Property—Special Form); (c) be issued by an insurance company with a minimum Best's rating of "A:VII" during the Term; and (d) provide that said insurance shall not be canceled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to Landlord; a certificate of Liability insurance on Accord Form 25 and a certificate of Property insurance on Accord Form 27 shall be delivered to Landlord by Tenant upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

11.3 Whenever Tenant shall undertake any alterations, additions or improvements in, to or about the Premises ("Work") the aforesaid insurance protection must extend to and include injuries to persons and damage to property arising in connection with such Work, without limitation including liability under any applicable structural work act, and such other insurance as Landlord shall require; and the policies of or certificates evidencing such insurance must be delivered to Landlord prior to the commencement of any such Work.

12. **WAIVER OF SUBROGATION.** So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13. **SERVICES AND UTILITIES.**

13.1 Provided Tenant shall not be in default under this Lease, and subject to the other provisions of this Lease, Landlord agrees to furnish to the Premises during Building Business Hours (specified on the Reference Pages) on generally recognized business days (but exclusive in any event of Sundays and national and local legal holidays), the following services and utilities subject to the rules and regulations of the Building prescribed from time to time: (a) water suitable for normal office use of the Premises; (b) heat and air conditioning required in Landlord's judgment for the use and occupation of the Premises during Building Business Hours; (c) cleaning and janitorial service; (d) elevator service by nonattended automatic elevators, if applicable; and, (e) equipment to bring to the Premises electricity for lighting, convenience outlets and other normal office use. To the extent that Tenant is not billed directly by a public utility, Tenant shall pay, within five (5) days of Landlord's demand, for all electricity used by Tenant in the Premises. The charge shall be at the rates charged for such services by the local public utility. Alternatively, Landlord may elect to include electricity costs in Expenses. In the absence of Landlord's gross negligence or willful misconduct, Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of rental by reason of Landlord's failure to furnish any of the foregoing, unless such failure shall persist for an unreasonable time after written notice of such failure is given to Landlord by Tenant and provided further that Landlord shall not be liable when such failure is caused by accident, breakage, repairs, labor disputes of any character, energy usage restrictions or by any other cause, similar or dissimilar, beyond the reasonable control of Landlord. Landlord shall use reasonable efforts to remedy any interruption in the furnishing of services and utilities.

13.2 Should Tenant require any additional work or service, as described above, including services furnished outside ordinary business hours specified above, Landlord may, on terms to be agreed, upon reasonable advance notice by Tenant, furnish such additional service and Tenant agrees to pay Landlord such charges as may be agreed upon, including any tax imposed thereon, but in no event at a charge less than Landlord's actual cost plus overhead for such additional service and, where appropriate, a reasonable allowance for depreciation of any systems being used to provide such service.

13.3 Wherever heat-generating machines or equipment are used by Tenant in the Premises which affect the temperature otherwise maintained by the air conditioning system or Tenant allows occupancy of the Premises by more persons than the heating and air conditioning system is designed to accommodate, in either event whether with or without Landlord's approval, Landlord reserves the right to install supplementary heating and/or air conditioning units in or for the benefit of the Premises and the cost thereof, including the cost of installation and the cost of operations and maintenance, shall be paid by Tenant to Landlord within five (5) days of Landlord's demand.

13.4 Tenant will not, without the written consent of Landlord, use any apparatus or device in the Premises, including but not limited to, electronic data processing machines and machines using current in excess of 2000 watts and/or 20 amps or 120 volts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises for normal office use, nor connect with electric current, except through existing electrical outlets in the Premises, or water pipes, any apparatus or device for the purposes of using electrical current or water. If Tenant shall require water or electric current in excess of that usually furnished or supplied for use of the Premises as normal office use, Tenant shall procure the prior written consent of Landlord for the use thereof, which Landlord may refuse, and if Landlord does consent, Landlord may cause a water meter or electric current meter to be installed so as to measure the amount of such excess water and electric current. The cost of any such meters shall be paid for by Tenant. Tenant agrees to pay to Landlord within five (5) days of Landlord's demand, the cost of all such excess water and electric current consumed (as shown by said meters, if any, or, if none, as reasonably estimated by Landlord) at the rates charged for such services by the local public utility or agency, as the case may be, furnishing the same, plus any additional expense incurred in keeping account of the water and electric current so consumed.

13.5 Upon Landlord's consent (not to be unreasonably withheld or unduly delayed), Tenant shall be entitled to contract with such customary telecommunication service providers and/or any other applicable utility provider customarily used in the Las Vegas area which provides services for any small business. Without limiting the generality of the preceding sentence, Tenant will not, without the consent of Landlord (which consent shall not be unreasonably withheld or unduly delayed), contract with a utility provider to service the Premises with any utility, including, but not limited to, telecommunications, electricity, water, sewer or gas, which is not previously providing such service to other tenants in the Building. Subject to Landlord's reasonable rules and regulations and the provisions of Articles 6 and 26, Tenant shall be entitled to the use of wiring ("Communications Wiring") from the existing telecommunications nexus in the Building to the Premises, sufficient for normal general office use of the Premises. Tenant shall not install any additional Communications Wiring, nor remove any Communications Wiring, without in each instance obtaining the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Landlord's shall in no event be liable for disruption in any service obtained by Tenant pursuant to this paragraph.

14. **HOLDING OVER.** Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part of them after termination of this Lease by lapse of time or otherwise at the rate ("Holdover Rate") which shall be One Hundred Fifty Percent (150%) of the greater of (a) the amount of the Annual Rent for the last period prior to the date of such termination plus all Rent Adjustments under Article 4; and (b) the then market rental value of the Premises as determined by Landlord assuming a new lease of the Premises of the then usual duration and other terms, in either case, prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention. If Landlord gives notice to Tenant of Landlord's election to such effect, such holding over shall constitute renewal of this Lease for a period from month to month at the Holdover Rate, but if the Landlord does not so elect, no such renewal shall result notwithstanding acceptance by Landlord of any sums due hereunder after such termination; and instead, a tenancy at sufferance at the Holdover Rate shall be deemed to have been created. In any event, no provision of this Article 14 shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law.

15. **SUBORDINATION.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building, Landlord's interest or estate in the Building, or any ground or underlying lease; provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver within ten (10) days of Landlord's request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord.

16. **RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with all the rules and regulations as set forth in Exhibit D to this Lease and all reasonable and non-discriminatory modifications of and additions to them from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any such rules and regulations.

17. **REENTRY BY LANDLORD.**

17.1 Landlord reserves and shall at all times have the right to re-enter the Premises to inspect the same, to supply janitor service and any other service to be provided by Landlord to Tenant under this Lease, to show said Premises to prospective purchasers, mortgagees or tenants, and to alter, improve or repair the Premises and any portion of the Building, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Building and Premises where reasonably required by the character of the work to be performed, provided entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Except in the event of an emergency, Landlord shall give Tenant twenty-four (24) hour advance telephonic or written notice before it re-enters the Premises to inspect the same pursuant to the immediately preceding sentence; provided, however, in the event of an emergency, Landlord shall not be required to give advance telephonic or written notice, and Landlord shall have the right to immediately enter the Premises in the event of an emergency, but Landlord shall use good faith efforts to promptly notify Tenant of such emergency entry. Landlord shall have the right at any time to change the arrangement and/or locations of entrances, or passageways, doors and doorways, and corridors, windows, elevators, stairs, toilets or other public parts of the Building and to change the name, number or designation by which the Building is commonly known. In the event that Landlord damages any portion of any wall or wall covering, ceiling, or floor or floor covering within the Premises, Landlord shall repair or replace the damaged portion to match the original as nearly as commercially reasonable but shall not be required to repair or replace more than the portion actually damaged. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord authorized by this Article 17.

17.2 For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in the Premises, excluding Tenant's vaults and safes or special security areas (designated in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency to obtain entry to any portion of the Premises. As to any portion to which access cannot be had by means of a key or keys in Landlord's possession, Landlord is authorized to gain access by such means as Landlord shall elect and the cost of repairing any damage occurring in doing so shall be borne by Tenant and paid to Landlord within five (5) days of Landlord's demand.

18. DEFAULT.

18.1 Except as otherwise provided in Article 20, the following events shall be deemed to be Events of Default under this Lease:

18.1.1 Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to Landlord required by this Lease, whether or not treated as additional rent under this Lease, and such failure shall continue for a period of five (5) days after written notice that such payment was not made when due, but if any such notice shall be given, for the twelve (12) month period commencing with the date of such notice, the failure to pay within five (5) days after due any additional sum of money becoming due to be paid to Landlord under this Lease during such period shall be an Event of Default, without notice.

18.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within twenty (20) days (forthwith, if the failure involves a hazardous condition) after written notice of such failure to Tenant provided, however, that such failure shall not be an event of default if such failure could not reasonably be cured during such twenty (20) day period, Tenant has commenced the cure within such twenty (20) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.

18.1.3 Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only.

18.1.4 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.

18.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant 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 sixty (60) days from the date of entry thereof.

19. **REMEDIES.**

19.1 Except as otherwise provided in Article 20, upon the occurrence of any of the Events of Default described or referred to in Article 18, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, concurrently or consecutively and not alternatively:

19.1.1 Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease.

19.1.2 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 Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant 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 waiving any right to claim damages for such re-entry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord under this Lease or by operation of law.

19.1.3 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 under this Lease, and other sums due and payable by Tenant on the date of termination, plus an amount equal to the sum of: (i) the then present value of the rent due under this Lease for the remainder of the stated Term of this Lease including any amounts treated as additional rent under this Lease and all other sums provided in this Lease to be paid by Tenant, minus the fair rental value of the Premises for the remainder of the stated Term of this Lease; and (ii) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described in Section 19.1.4 relating to recovery of the Premises, preparation for reletting and for reletting itself.

19.1.4 Upon any termination of Tenant's right to possession only without termination of the Lease:

19.1.4.1 Neither such termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided in Section 19.1.2 shall terminate the Lease or release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent, under this Lease for the full Term, and if Landlord so elects Tenant shall continue to pay to Landlord the entire amount of the rent as and when it becomes due, including any amounts treated as additional rent under this Lease, for the remainder of the Term plus any other sums provided in this Lease to be paid by Tenant for the remainder of the Term.

19.1.4.2 Landlord shall use commercially reasonable efforts to relet the Premises or portions thereof to the extent required by applicable law. Landlord and Tenant agree that nevertheless Landlord shall at most be required to use only the same efforts Landlord then uses to lease premises in the Building generally and that in any case that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises or portions thereof over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such other space regardless of when such other space becomes available and that Landlord shall have the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet only a portion of the Premises, or a portion of the Premises or the entire Premises as a part of a larger area, and the right to change the character or use of the Premises. In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any commission incurred by Landlord, within five (5) days of Landlord's demand. Landlord shall not be required to observe any instruction given by Tenant about any reletting or accept any tenant offered by Tenant unless such offered tenant has a credit-worthiness acceptable to Landlord and leases the entire Premises upon terms and conditions including a rate of rent (after giving effect to all expenditures by Landlord for tenant improvements, broker's commissions and other leasing costs) all no less favorable to Landlord than as called for in this Lease, nor shall Landlord be required to make or permit any assignment or sublease for more than the current term or which Landlord would not be required to permit under the provisions of Article 9.

19.1.4.3 Until such time as Landlord shall elect to terminate the Lease and shall thereupon be entitled to recover the amounts specified in such case in Section 19.1.3, Tenant shall pay to Landlord upon demand the full amount of all rent, including any amounts treated as additional rent under this Lease and other sums reserved in this Lease for the remaining Term, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including reasonable attorney's fees and broker's commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises; and Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Article 19 as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

19.2 Upon the occurrence of an Event of Default, Landlord may (but shall not be obligated to) cure such default at Tenant's sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord's option, enter into and upon the Premises 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 under this Lease or to otherwise effect compliance with its obligations under this Lease 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 or interruption of Tenant's business resulting therefrom and Tenant agrees to reimburse Landlord within five (5) days of Landlord's demand as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, plus interest from the date of expenditure by Landlord at the Wall Street Journal prime rate (the "Prime Rate").

19.3 Tenant understands and agrees that in entering into this Lease, Landlord is relying upon receipt of all the Annual and Monthly Installments of Rent to become due with respect to all the Premises originally leased hereunder over the full Initial Term of this Lease for amortization. For purposes hereof, the "Concession Amount" shall be defined as the aggregate of all amounts forgone or expended by Landlord as free rent under this Lease, under Section 43 and Exhibit B hereof for the Tenant Improvement Allowance, and for brokers' commissions payable by reason of this Lease. Accordingly, Tenant agrees that if this Lease or Tenant's right to possession of the Premises leased hereunder shall be terminated as of any date ("Default Termination Date") prior to the expiration of the full Initial Term hereof by reason of a default of Tenant, there shall be due and owing to Landlord as of the day prior to the Default Termination Date, as rent in addition to all other amounts owed by Tenant as of such Default Termination Date, the amount ("Unamortized Amount") of the Concession Amount determined as set forth below; provided, however, that in the event that such amounts are recovered by Landlord pursuant to any other provision of this Article 19, Landlord agrees that it shall not attempt to recover such amounts pursuant to this Paragraph 19.3. For the purposes hereof, the Unamortized Amount shall be computed on a straight-line basis, assuming equal monthly payments, with interest at the Prime Rate, calculated from the date when the applicable Concession Amount concerned went into effect until the end of the full Initial Term of this Lease. The foregoing provisions shall also apply to and upon any reduction of space in the Premises, as though such reduction were a termination for Tenant's default, except that (i) the Unamortized Amount shall be reduced by any amounts paid by Tenant to Landlord to effectuate such reduction and (ii) the manner of application shall be that the Unamortized Amount shall first be determined as though for a full termination as of the effective date of the elimination of the portion, but then the amount so determined shall be multiplied by a fraction, the numerator of which is the rentable square footage of the eliminated portion and the denominator of which is the rentable square footage of the Premises originally leased hereunder; and the amount thus obtained shall be the Unamortized Amount.

19.4 If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney or collection agency concerning or to enforce or defend any of Landlord's rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all costs and fees so incurred by Landlord, including, without limitation, reasonable attorneys' fees and costs. **TENANT EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY.**

19.5 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.

19.6 No act or thing done by Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the 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 contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments 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 provided in this Lease 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.

19.7 Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. 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 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. Notwithstanding the above, any removal of property by Landlord shall be pursuant to all applicable law.

19.8 If more than one (1) Event of Default occurs during the Term or any renewal thereof, Tenant's renewal options, expansion options, purchase options and rights of first offer and/or refusal, if any are provided for in this Lease, shall be null and void.

20. TENANT'S BANKRUPTCY OR INSOLVENCY.

20.1 If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a "Debtor's Law"):

20.1.1 Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant's assets (each a "Tenant's Representative") shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises than accorded to Tenant in Article 9, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor's Law. Without limitation of the generality of the foregoing, any right of any Tenant's Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:

20.1.1.1 Such Debtor's Law shall provide to Tenant's Representative a right of assumption of this Lease which Tenant's Representative shall have timely exercised and Tenant's Representative shall have fully cured any default of Tenant under this Lease.

20.1.1.2 Tenant's Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a) three (3) months' rent and other monetary charges accruing under this Lease; and (b) any sum specified in

Article 5; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant's Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant's Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant's obligations under this Lease.

20.1.1.3 The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

20.1.1.4 Landlord shall have, or would have had absent the Debtor's Law, no right under Article 9 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

21. **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 contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term 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.

22. **CASUALTY**

22.1 In the event the Premises or the Building are damaged by fire or other cause and in Landlord's reasonable estimation such damage can be materially restored within one hundred eighty (180) days, Landlord shall forthwith repair the same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within forty-five (45) days from the date of such damage, Landlord shall notify Tenant, in writing, of Landlord's reasonable estimation of the length of time within which material restoration can be made, and Landlord's determination shall be binding on Tenant. For purposes of this Lease, the Building or 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 Premises for the purpose for which it was being used immediately before such damage.

22.2 If such repairs cannot, in Landlord's reasonable estimation, be made within one hundred eighty (180) days, Landlord and Tenant shall each have the option of giving the other, at any time within ninety (90) days after such damage, notice terminating this Lease as of the date of such damage. In the event of the giving of such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided in Section 22.1.

22.3 Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any panelings, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises by, or belonging to, Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

22.4 In the event that Landlord should fail to complete such repairs and material restoration within thirty (30) days after the date estimated by Landlord therefor as extended by this Section 22.4, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, within fifteen (15) days after the expiration of said period of time, whereupon the Lease shall end on the date of such notice or such later date fixed in such notice as if the date of such notice was the date originally fixed in this Lease for the expiration of the Term; 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, government 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 the event Landlord is unable to complete such repairs and material restoration within the time frame estimated by Landlord therefor as extended by this Section 22.4, in lieu of exercising the foregoing termination right, Tenant, subject to availability of space within the Building, shall have the option to re-locate without penalty or rent increase to other space of comparable size and decor in the Building; provided, however, in no event shall Landlord be liable to Tenant should such space for Tenant's relocation not be available. In the event of any such relocation, this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such re-located space, except that revised Reference Pages and a revised Exhibit A shall become part of this Lease and shall reflect the location of the re-located premises.

22.5 Notwithstanding anything to the contrary contained in this Article: (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty covered by the provisions of this Article 22 occur during the last twelve (12) months of the Term or any extension thereof, but if Landlord determines not to repair such damages Landlord shall notify Tenant and if such damages shall render any material portion of the Premises untenantable Tenant shall have the right to terminate this Lease by notice to Landlord within fifteen (15) days after receipt of Landlord's notice; and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Building 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 this 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.

22.6 In the event of any damage or destruction to the Building or Premises by any peril covered by the provisions of this Article 22, it shall be Tenant's responsibility to properly secure the Premises and upon notice from Landlord to remove forthwith, at its sole cost and expense, such portion of all of the property belonging to Tenant or its licensees from such portion or all of the Building or Premises as Landlord shall request.

23. **EMINENT DOMAIN.** If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant's trade fixtures and moving expenses; Tenant shall make no claim for the value of any unexpired Term.

24. **SALE BY LANDLORD.** In event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this Article 24, this Lease shall not be

affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security.

25. **ESTOPPEL CERTIFICATES.** Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (e) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article 25 may be relied upon by any mortgagee, beneficiary or purchaser, and Tenant 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. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) day period Landlord or Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf, and that such certificate shall be fully binding on Tenant.

26. **SURRENDER OF PREMISES.**

26.1 Tenant shall arrange to meet Landlord for two (2) joint inspections of the Premises, the first to occur at least thirty (30) days (but no more than sixty (60) days) before the last day of the Term, and the second to occur not later than forty-eight (48) hours after Tenant has vacated the Premises. In the event of Tenant's failure to arrange such joint inspections and/or participate in either such inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

26.2 All alterations, additions, and improvements in, on, or to the Premises made or installed by or for Tenant, including carpeting (collectively, "Alterations"), shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises, together with all Alterations by whomsoever made, in the same conditions received or first installed, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. Notwithstanding the foregoing, if Landlord elects by notice given to Tenant at least ten (10) days prior to expiration of the Term, Tenant shall, at Tenant's sole cost, remove any Alterations, including carpeting, so designated by Landlord's notice, and repair any damage caused by such removal. Tenant must, at Tenant's sole cost, remove upon termination of this Lease, any and all of Tenant's furniture, furnishings, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property (collectively, "Personalty"). Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal. In lieu of requiring Tenant to remove Alterations and Personalty and repair the Premises as aforesaid, Landlord may, by written notice to Landlord delivered as least thirty (30) days before the Termination Date, require Tenant to pay to Landlord, as additional rent hereunder, the cost of such removal and repair in an amount reasonably estimated by Landlord.

26.3 All obligations of Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term Upon the expiration or earlier termination of the Term, Tenant shall pay to Landlord the amount, as estimated by Landlord, necessary to repair and restore the Premises as provided in this Lease and/or to discharge Tenant's obligation for unpaid amounts due or to become due to 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 otherwise unused Security Deposit shall be credited against the amount payable by Tenant under this Lease.

27. **NOTICES.** Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth on the Reference Pages, or at such other address as it has then last specified by written notice delivered in accordance with this Article 27, or if to Tenant at either its aforesaid address or its last known registered office or home of a general partner or individual owner, whether or not actually accepted or received by the addressee. Any such notice or document may also be personally delivered if a receipt is signed by and received from, the individual, if any, named in Tenant's Notice Address.

28. **TAXES PAYABLE BY TENANT.** In addition to rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, upon demand, any and all taxes payable by Landlord (other than net income taxes) whether or not now customary or within the contemplation of the parties to this Lease: (a) upon, allocable to, or measured by or on the gross or net rent payable under this Lease, including without limitation any gross income tax or excise tax levied by the State, any political subdivision thereof, or the Federal Government with respect to the receipt of such rent; (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises or any portion thereof, including any sales, use or service tax imposed as a result thereof; (c) upon or measured by the Tenant's gross receipts or payroll or the value of Tenant's equipment, furniture, fixtures and other personal property of Tenant or leasehold improvements, alterations or additions located in the Premises; or (d) upon this transaction or any document to which Tenant is a party creating or transferring any interest of Tenant in this Lease or the Premises. In addition to the foregoing, Tenant agrees to pay, before delinquency, any and all taxes levied or assessed against Tenant and which become payable during the term hereof upon Tenant's equipment, furniture, fixtures and other personal property of Tenant located in the Premises.

29. **RELOCATION OF TENANT.** Landlord, at its sole expense, on at least sixty (60) days prior written notice, may require Tenant to move from the Premises to other space of comparable size and decor in order to permit Landlord to consolidate the space leased to Tenant with other adjoining space leased or to be leased to another tenant. In the event of any such relocation, Landlord will pay all expenses of preparing and decorating the new premises so that they will be substantially similar to the Premises from which Tenant is moving, and Landlord will also pay the expense of moving Tenant's furniture and equipment to the relocated premises. In such event this Lease and each and all of the terms and covenants and conditions hereof shall remain in full force and effect and thereupon be deemed applicable to such new space except that revised Reference Pages and a revised <u>Exhibit A</u> shall become part of this Lease and shall reflect the location of the new premises. In addition, provided Tenant has not been in default under this Lease beyond any applicable notice and cure period, and subject to availability, Tenant shall, during the Term, be entitled to relocate or expand its Premises within the Building to another suite or suite which are at least fifty percent (50%) larger than the Premises at no increase in the per square foot rental rate then in effect with respect to the Premises (*i.e.*, approximately 4,104 square feet, based on the size of the Premises). In no event, however, shall Landlord be liable to Tenant should said additional space not become available, and Tenant shall not have the right to terminate this Lease, vacate the Premises early and/or claim any damages on account of the unavailability of such additional space.

30. **DEFINED TERMS AND HEADINGS.** The Article headings shown in this Lease are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification or insurance of Landlord shall apply to and inure to the benefit of all the following "Landlord Entities", being Landlord, Landlord's investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them. Any option granted to Landlord shall also include or be exercisable by Landlord's trustee, beneficiary, agents and employees, as the case may be. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms "Tenant" and "Landlord" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof.

The term "rentable area" shall mean the rentable area of the Premises or the Building as calculated by the Landlord on the basis of the plans and specifications of the Building including a proportionate share of any common areas. Tenant hereby accepts and agrees to be bound by the figures for the rentable space footage of the Premises and Tenant's Proportionate Share shown on the Reference Pages; however, Landlord may adjust either or both figures if there is manifest error, addition or subtraction to the Building or any business park or complex of which the Building is a part, remeasurement or other circumstance reasonably justifying adjustment. The term "Building" refers to the structure in which the Premises are located and the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto. If the Building is part of a larger complex of structures, the term "Building" may include the entire complex, where appropriate (such as shared Expenses or Taxes) and subject to Landlord's reasonable discretion.

31. **TENANT'S AUTHORITY.** If Tenant signs as a corporation, partnership, trust or other legal entity each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Building is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions. Tenant agrees to deliver to Landlord, simultaneously with the delivery of this Lease, a corporate resolution, proof of due authorization by partners, opinion of counsel or other appropriate documentation reasonably acceptable to Landlord evidencing the due authorization of Tenant to enter into this Lease. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all of the other obligations under this Lease shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any of such individuals, corporations, partnerships or other business association shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of applicable law, subject to personal liability, then the liability of each such member shall be joint and several.

32. **FINANCIAL STATEMENTS AND CREDIT REPORTS.** At Landlord's request (i) upon the execution of this Lease, and (ii) at any time during the Term when Tenant is in monetary default under any of the terms of this Lease, Tenant shall deliver to Landlord a copy, certified by an officer of Tenant as being a true and correct copy, of Tenant's most recent audited financial statement, or, if unaudited, certified by Tenant's chief financial officer as being true, complete and correct in all material respects. Tenant hereby authorizes Landlord to obtain one or more credit reports on Tenant upon or prior to the execution of this Lease or at any time during the Term when Tenant is in monetary default under any of the terms of this Lease, and Tenant shall execute such further authorizations as Landlord may reasonably require in order to obtain such a credit report.

33. **COMMISSIONS.** Each of the parties 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 the Reference Pages.

34. **TIME AND APPLICABLE LAW.** Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the state in which the Building is located.

35. **SUCCESSORS AND ASSIGNS.** Subject to the provisions of Article 9, the terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

36. **ENTIRE AGREEMENT.** This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or any of its representatives or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease.

37. **EXAMINATION NOT OPTION.** Submission of this Lease shall not be deemed to be a reservation of the Premises. Landlord shall not be bound by this Lease until it has received a copy of this Lease duly executed by Tenant and has delivered to Tenant a copy of this Lease duly executed by Landlord, and until such delivery Landlord reserves the right to exhibit and lease the Premises to other prospective tenants. Notwithstanding anything contained in this Lease to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant

until such time as Tenant has paid to Landlord any security deposit required by Article 5, the first month's rent as set forth in Article 3 and any sum owed pursuant to this Lease.

38. **RECORDATION.** Tenant shall not record or register this Lease or a short form memorandum hereof without the prior written consent of Landlord, and then shall pay all charges and taxes incident such recording or registration.

39. **LIMITATION OF LANDLORD'S LIABILITY.** Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its managers, trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

40. **PARKING AND SIGNAGE.** Parking is available in the garage, on a non-reserved basis, at approximately 3.6 parking stalls per one hundred (1,000) rentable square feet. Covered reserved parking on the first floor of the parking structure is available at Fifty Dollars ($50.00) per space per month. Landlord shall allow Tenant to place its name in the form of one sign on the building directory, lobby and suite entrance signage. All costs associated with such signage shall be paid by Tenant at Tenant's sole cost and expense.

41. **BROKER.** Tenant represents and warrants that it has not dealt with a real estate broker, agent or finder in connection with this Lease, except as set forth in the Reference Pages, whose commission Landlord agrees to pay pursuant to separate agreement. Tenant agrees to indemnify, defend and hold harmless Landlord against and from all liabilities, claims and damages arising from any claim by any other broker, finder or agent claiming to have dealt with Tenant in connection with this Lease.

42. **GUARANTY.** [Intentionally Deleted.]

43. **TENANT IMPROVEMENT ALLOWANCE**

43.1 After fulfillment of the requirements set forth below, Landlord agrees to contribute towards the "Premises Cost" (as defined in Exhibit B) the sum of $27,360.00. ($10.00/square foot) as and for a tenant improvement allowance (the "Tenant Improvement Allowance") for the costs of construction, space planning, design and architectural fees and engineering costs. The requirements are:

(a) Completion of Tenant's Premises in a manner satisfactory to Landlord's Architect.

(b) Presentation to Landlord by Tenant of a Certificate of Occupancy, or local equivalent.

(c) Tenant shall have opened its Premises for business, fully staffed, stocked and fixtured, and shall have paid to Landlord the second Monthly Installment of Rent.

(b) Tenant shall have not been in default under the terms and conditions of this Lease.

43.2 Notwithstanding anything to the contrary contained herein, it is acknowledged by Landlord and Tenant that the Tenant Improvement Allowance is being granted in consideration of Tenant's entry into this Lease for a term of seventy-two (72) months.

43.3 In the event Tenant is in default of any term or provision of this Lease, then Tenant shall thereupon pay to Landlord an amount equal to the unamortized amount, as of the date of such default, of the Tenant Improvement Allowance paid by Landlord to Tenant as above provided. Amortization shall be computed on a straight-line basis over the term of the Lease. Similarly, if this Lease terminates for any reason prior to its stated expiration date (including but not limited to on account of a Tenant default), then Tenant shall reimburse Landlord for the unamortized amount, as of the date of such termination, of the Tenant Improvement Allowance (based on a straight-line amortization over the term of the Lease).

44. **COUNTERPARTS.** This Lease may be executed in one or more counterparts, any one of which if originally executed, shall be binding upon each of the parties signing thereon and all of which taken together shall constitute one and the same instrument.

LANDLORD:

McHENRY COMMONS PARTNERS, L.L.C.,
an Illinois limited liability company

By: Atrium Vegas, Inc.,
an Illinois corporation, its Manager

By: Sherry Mast

Name: Sherry Mast

Title: Sr. Vice Pres

Dated: May 14, 2007

TENANT:

THE BUSINESS LIAISON, INC.,
a Nevada corporation

By: Lois E. Greene

Name: Lois E. Greene

Title: President + CEO

Dated: May 9, 2007

EXHIBIT A – LEGAL DESCRIPTION OR DEPICTION OF THE BUILDING

attached to and made a part of Lease bearing the Lease Reference Date of May 1, 2007, between McHenry Commons Partners, L.L.C., as Landlord, and The Business Liaison, Inc., as Tenant

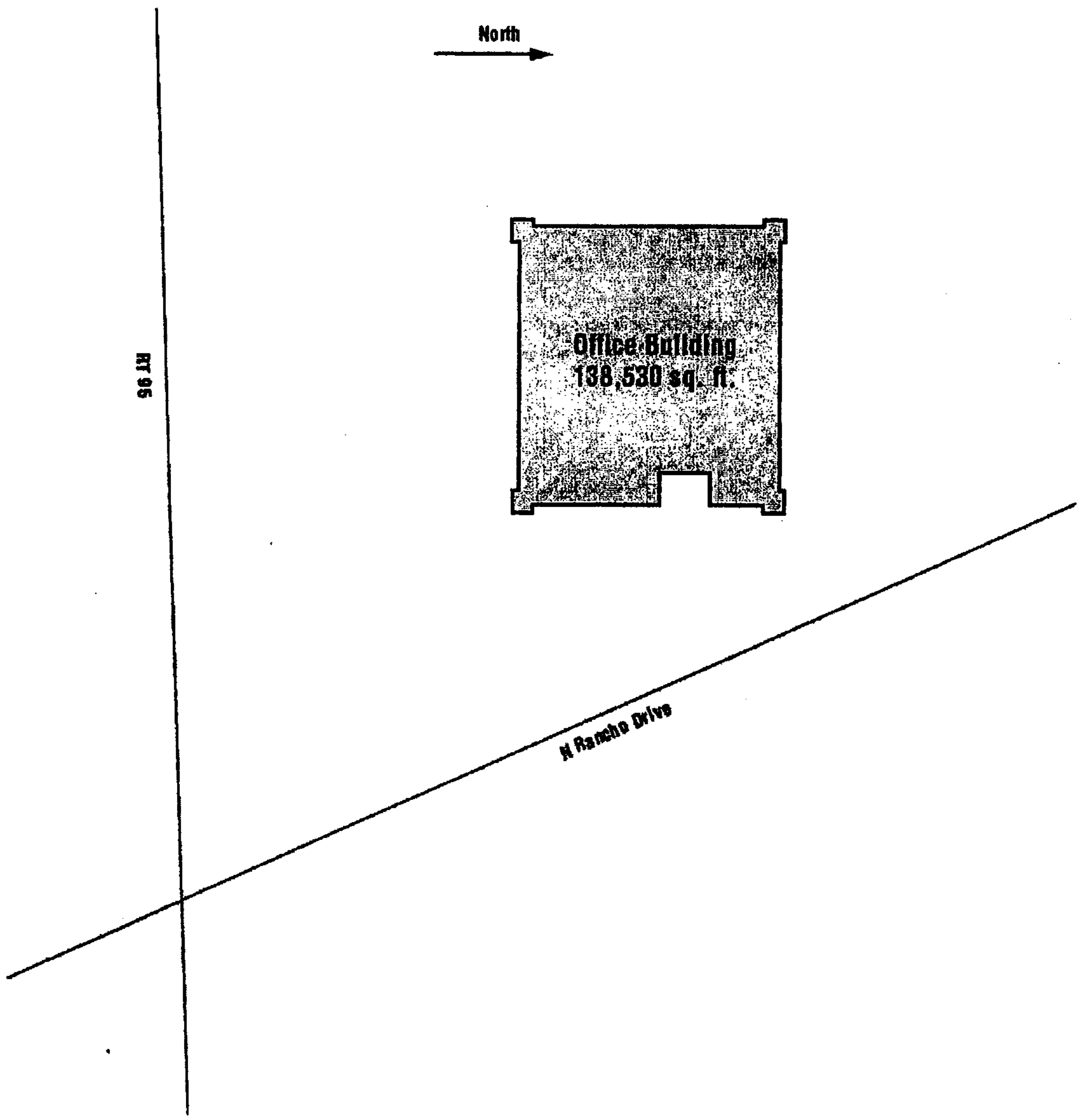

EXHIBIT B – LANDLORD'S WORK

attached to and made a part of Lease bearing the Lease Reference Date of May 1, 2007, between McHenry Commons Partners, L.L.C., as Landlord, and The Business Liaison, Inc., as Tenant

1. Tenant's Plans. As of the execution of this Lease, Landlord and Tenant have not agreed on the full scope of Landlord's Work. It is the intention of the parties that Landlord will deliver the Premises based upon plans submitted by Tenant to Landlord for Landlord's approval. Consequently, Tenant shall cause to be prepared and submitted to Landlord for approval plans and specifications for the Premises and the leasehold improvements thereto (collectively, the "Plans"). The Plans shall conform in all material respects with Landlord's standard construction/design criteria. Landlord shall approve or disapprove said Plans (stating specific objections, if disapproved) within fifteen (15) days after submission thereof. If said Plans are disapproved and subsequently resubmitted, Landlord shall approve or disapprove the resubmitted Plans within ten (10) days after resubmission. Said Plans, upon final approval thereof by Landlord, shall be memorialized as approved by memorandum agreement between the parties attaching or listing and adequately describing such plans and specifications (collectively, the "Approved Plans").

2. Cost of Construction. Except as stated otherwise in this Exhibit and/or in the Approved Plans, Landlord shall be responsible for all of the work described on the Approved Plans (collectively, "Landlord's Work"). The costs relating to Landlord's Work (such costs being sometimes referred to herein as the "Premises Cost"), shall also be borne by Landlord without contribution from Tenant, except as provided otherwise below and except for approved change orders, which shall be at Tenant's sole cost and expense. Landlord shall contribute the Tenant Improvement Allowance described in Section 43 towards the Premises Cost. The Premises Cost based on actual construction in accordance with the Approved Plans is referred to herein as the "Actual Premises Cost".

3. Excess Costs. If the Actual Premises Cost exceeds the Tenant Improvement Allowance, then after substantial completion of Landlord's Work, Landlord shall, at its election, either (i) require Tenant to pay, in cash and within thirty (30) days after the Commencement Date, the amount by which the Actual Premises Cost exceeds Tenant Improvement Allowance (*i.e.*, Tenant shall be responsible for all costs in excess of the Tenant Improvement Allowance), or (ii) increase the Monthly Installments of Rent by an amount which would fully amortize such excess over the initial Term of the Lease, with interest at the rate of twelve percent (12%) per annum (the "Amortization Rate"), and the parties shall enter into an amendment to this Lease documenting the amount of such adjusted fixed minimum Rent.

EXHIBIT C – COMMENCEMENT DATE MEMORANDUM

attached to and made a part of Lease bearing the
Lease Reference Date of May 1, 2007, between
McHenry Commons Partners, L.L.C., as Landlord, and
The Business Liaison, Inc., as Tenant

COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM, made as of _________, 2007, by and between McHenry Commons Partners, L.L.C. ("Landlord"), and The Business Liaison, Inc. ("Tenant").

Recitals:

A. Landlord and Tenant are parties to that certain Lease, with a Reference Date of May 1, 2007 (the "Lease") for certain premises (the "Premises") consisting of approximately 2,736 square feet at the building commonly known as Atrium Business Tower.

B. Tenant is in possession of the Premises and the Term of the Lease has commenced.

C. Landlord and Tenant desire to enter into this Memorandum confirming the Commencement Date, the Termination Date and other matters under the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The actual Commencement Date is _______________.

2. The actual Termination Date is ___________________.

3. The schedule of the Annual Rent and the Monthly Installment of Rent set forth on the Reference Pages is deleted in its entirety, and the following is substituted therefor:

[insert rent schedule]

4. Capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

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

LANDLORD:

McHENRY COMMONS PARTNERS, L.L.C.,
an Illinois limited liability company

By: Atrium Vegas, Inc.,
an Illinois corporation, its Manager

By: Sherry Mast

Name: Sherry Mast

Title: Sr. Vice Pres.

Dated: May 14, 2007

TENANT:

THE BUSINESS LIAISON, INC.,
a Nevada corporation

By: Lois E. Greene

Name: Lois E. Greene

Title: President + CEO

Dated: May 9, 2007

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EXHIBIT D – RULES AND REGULATIONS

**attached to and made a part of Lease bearing the
Lease Reference Date of May 1, 2007, between
McHenry Commons Partners, L.L.C., as Landlord, and
The Business Liaison, Inc., as Tenant**

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of the Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at Tenant's expense by a vendor designated or approved by Landlord. In addition, Landlord reserves the right to change from time to time the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered.

2. If Landlord objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the opinion of Landlord, from outside the Premises.

3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, or stairways of the Building. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building.

4. Any directory of the Building, if provided, will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names. Landlord reserves the right to charge for Tenant's directory listing.

5. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Landlord. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any Tenant's property by the janitor or any other employee or any other person.

6. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown into any of them, 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 employees or invitees, shall have caused it.

7. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord. Tenant will comply with any and all recycling procedures designated by Landlord.

8. Landlord will furnish Tenant two (2) keys free of charge to each door in the Premises that has a passage way lock. Landlord may charge Tenant a reasonable amount for any additional keys, and Tenant shall not make or have made additional keys on its own. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

9. If Tenant requires telephone, data, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord.

10. No equipment, materials, furniture, packages, bulk supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be designated by Landlord. The persons employed to move such equipment or materials in or out of the Building must be acceptable to Landlord.

11. Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space in the Building to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

12. Landlord shall in all cases retain the right to control and prevent access to the Building of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation or interests of the Building and its tenants, provided that nothing contained in this rule shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord reserves the right to exclude from the Building between the hours of 6 p.m. and 7 a.m. the following day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the Building and has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

13. Tenant shall not use any method of heating or air conditioning other than that supplied or approved in writing by Landlord.

14. Tenant shall not waste electricity, water or air conditioning. Tenant shall keep corridor doors closed. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

15. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, and which consent may in any event be conditioned upon Tenant's execution of Landlord's standard form of license agreement. Tenant shall be responsible for any interference caused by such installation.

16. Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster, or drywall (except for pictures, tackboards and similar office uses) or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

17. Tenant shall not install, maintain or operate upon the Premises any vending machine without Landlord's prior written consent, except that Tenant may install food and drink vending machines solely for the convenience of its employees.

18. No cooking shall be done or permitted by any tenant on the Premises, except that Underwriters' Laboratory approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.

19. Tenant shall not use in any space or in the public halls of the Building any hand trucks except those equipped with the rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building.

20. Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed in any parking lot.

21. Tenant shall not use the name of the Building or any photograph or likeness of the Building in connection with or in promoting or advertising Tenant's business, except that Tenant may include the Building name in Tenant's address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.

22. Tenant requests for services must be submitted to the Building office by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

23. Tenant shall not permit smoking or carrying of lighted cigarettes or cigars other than in areas designated by Landlord as smoking areas.

24. Canvassing, soliciting, distribution of handbills or any other written material in the Building is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any good or merchandise in the Building without the written consent of Landlord.

25. Tenant shall not permit any animals other than service animals, e.g. seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the Building.

26. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

27. 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 safety and security, for care and cleanliness of the Building, and for the preservation of good order in and about the Building. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

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TEMPORARY LEASE AGREEMENT

This Temporary Lease (this "Temporary Lease") is made as of this 1 day of November, 2006, by and between **McHENRY COMMONS PARTNERS, L.L.C.**, an Illinois limited liability company (hereinafter called "Landlord"), and **THE BUSINESS LIAISON, INC.**, a Nevada corporation (hereinafter called "Tenant").

1. Preliminary Statement. Landlord and Tenant are currently negotiating a lease (the "Lease") of premises consisting of approximately 1,657 rentable square feet (the "Premises"), being Suite 455 and Suite 460 in the building commonly known as the Atrium Business Tower, 333 North Rancho Drive, Las Vegas, Nevada (the "Building"). Landlord has agreed to allow Tenant to occupy the Temporary Premises (defined below) prior to full negotiation and execution of the Lease and prior to the Commencement Date under the Lease, but only under the terms and conditions of this Temporary Lease.

2. Lease. Landlord does hereby lease to Tenant those certain premises commonly known as Suite 424 and Suite 445 in the Building, containing approximately 847 rentable square feet (hereinafter called the "Temporary Premises"). The term of this Temporary Lease shall commence on the date that Landlord delivers possession of the Temporary Premises to Tenant, and shall terminate on the first to occur of: (i) the Commencement Date under the Lease, or (ii) at any time ten (10) days after either party delivers to the other notice of termination of this Temporary Lease, which either party may do at any time prior to execution and delivery of the Lease when such party determines, in its reasonable discretion, that it cannot reach agreement with the other party on the terms and conditions of the Lease. Tenant agrees to pay to Landlord monthly rent in the amount of One Thousand Six Hundred Fifty One and 65/100 Dollars ($1,651.65), in advance, on the first day of each month of the term of this Temporary Lease. The first installment of rent shall be deposited upon execution of this Temporary Lease. Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge and agree that the aforesaid rental amount is based on a full service gross lease basis. If Tenant is in possession of the Temporary Premises for a portion of a month, the monthly rent shall be prorated for the number of days of Tenant's possession during that month. Any rental payments received more than ten (10) days after the beginning date of each month will be subject to a service charge of One Hundred Dollars ($100.00).

3. Security Deposit. Tenant shall deposit the amount of $1,651.65 with Landlord as a security deposit (the "Security Deposit") upon the execution of this Temporary Lease. If Tenant defaults with respect to any provision of this Temporary Lease, including, without limitation, failure to pay any amount payable under Sections 5 and/or 6, Landlord may use any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Temporary Lease to be performed by it, the Security Deposit, or any balance thereof, shall be returned to Tenant at such time after termination or expiration of this Temporary Lease when Landlord shall have determined that all of Tenant's obligations under this Temporary Lease have been fulfilled.

4. Covenants. Tenant agrees to conform to Landlord's rules and regulations pertaining to the parts of the Building that are in common use by all tenants. The Temporary Premises have been inspected and are accepted "AS IS, WHERE IS" by Tenant in its present condition. Tenant shall not sublet the whole or any part of the Temporary Premises, nor assign this Temporary Lease to any other entity. Landlord shall have the right to enter the Temporary Premises at all reasonable times to examine its condition. Tenant shall make no alterations to the Temporary Premises; provided, however, Tenant shall have the right to paint the Temporary Premises at Tenant's sole cost and expense.

5. Indemnity and Insurance. Landlord or its agents shall not be liable for, and Tenant agrees to indemnify, defend and hold Landlord and its agents, employees and contractors harmless for any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the Temporary Premises, or as a result of the negligence of Tenant, its agents, employees and contractors. Landlord and Tenant each releases and relieves the other and waives its entire right of recovery against the other for loss or damage arising out of or incident to the perils described in the standard fire insurance policies and perils described in the "Extended Coverage" insurance endorsement approved for use in the state where the Temporary Premises are located, which occurs in, on or about the Temporary Premises. Tenant agrees to purchase at its own expense and to keep in force during the lease term a comprehensive public liability and property damage insurance policy to protect against any liability to the public or to any invitee of Tenant or Landlord incident to the use of or resulting from any accident occurring in or upon the Temporary Premises with a comprehensive single limit of not less than $1,000,000.00. Said policy or policies shall: (a) name Landlord as an additional insured and insure Landlord's contingent liability under this Temporary Lease; (b) be issued by an insurance company which is acceptable to Landlord; and (c) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to Landlord. Each party shall cause its insurer to waive right of subrogation for damage to property. Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant prior to delivery of possession of the Temporary Premises to Tenant.

6. Reimbursement of Construction Costs. At Tenant's specific request and in order to accommodate Tenant's time schedule, Landlord will incur design and construction costs for the tenant improvements to be constructed in the Premises, as well as attorneys' fees and other costs, prior to the execution and delivery of the definitive Lease. If the Lease is not executed and this Temporary Lease is terminated pursuant to clause (ii) of Section 2, Tenant shall indemnify Landlord from, and reimburse Landlord for, any and all costs incurred by Landlord in connection with the negotiation and execution of this Temporary Lease and the Lease and the design and construction of the Premises, including, without limitation, attorneys' fees; the fees and charges of architects, engineers and other design professionals; all actual construction costs of such tenant improvements, including both "hard" and "soft" costs such as permit fees; costs of materials (including long-lead time items ordered but not yet delivered); all costs of demolishing and removing any improvements installed prior to such termination, and restoring the Premises to its prior condition; and a construction management fee to Landlord in the amount of ten percent (10%) of all of the foregoing costs.

7. Default. If Tenant (i) shall default in paying the rent or any installment thereof, (ii) shall neglect or fail to perform or observe any of the covenants, terms, provisions or

conditions contained in this Temporary Lease to be performed or observed by it, or (iii) shall abandon or vacate the Temporary Premises, then Landlord, at its option at any time after such default, shall have the right to terminate this Temporary Lease. Upon the occurrence of any one or more of such defaults, Landlord immediately, or at any time thereafter, may re-enter the Temporary Premises and remove all persons therefrom after legal process and without prejudice to any of its other legal rights and all claims for damages by reason of such re-entry are expressly waived.

8. Use. The Temporary Premises shall be used for temporary offices and for no other use or purpose whatsoever. Tenant shall not commit or allow to be committed, any waste on the Temporary Premises. Tenant will conduct its business, and control its agents, employees, invitees and visitors in such a manner as to not create or allow any nuisance to exist on the Temporary Premises. Tenant will not occupy or use, or permit any portion of the Temporary Premises to be occupied or used for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous, or permit anything to be done which will in any way increase the rate of insurance on the Temporary Premises. In the event that there shall be any increase in the rate of insurance on the Temporary Premises created by Tenant's acts or conduct of business, then Tenant hereby agrees to pay such increase.

9. Utilities. Tenant shall pay for all water, gas, heat, light, power, telephone, and other utilities and services used exclusively on or from the Temporary Premises, as metered, or a pro rata share as reasonably and mutually agreed upon with Landlord, together with any taxes, penalties, and surcharges or the like pertaining thereto.

10. Repairs and Maintenance. Tenant shall, at Tenant's own cost and expense, repair or replace any damage or injury done to the Temporary Premises, or any part thereof, caused by Tenant or Tenant's agents, employees, invitees or visitors. If Tenant fails to make such repairs or replacements promptly, or within ten (10) days of occurrence, Landlord may, at its option, make such repairs or replacements, and Tenant shall repay the cost thereof to Landlord on demand. Tenant will permit Landlord or its officers, agents or representatives the right to enter into and upon any and all parts of the Temporary Premises, at all reasonable hours to inspect the same or to clean or make repairs as Landlord may deem reasonably necessary, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof.

11. Hazardous Materials. Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees to at any time handle, use, manufacture, store or dispose of in or about the Temporary Premises or the Building any of the following (collectively, "Hazardous Materials"): flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws, regulations and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes (collectively, "Environmental Laws"). Tenant shall protect, defend, indemnify and hold each and all of Landlord, Landlord's manager, and the members, board of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them harmless from and against any and all loss, claims, liability or costs (including court costs and attorneys' fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable

Environmental Laws, or the presence, handling, use or disposition in or from the Temporary Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this section.

12. Parking. Tenant shall have the right to use in common with other tenants or occupants of the Building the parking facilities of the Building, subject to the rules and regulations of the Landlord for such parking facilities which may be established or altered by Landlord at any time during the lease term.

13. Condemnation, Casualty and Loss or Damage. If the Temporary Premises shall be taken or conveyed under threat of condemnation, or condemned in whole or in part for any public purpose, or if the Building is partially destroyed by fire or other casualty so as to render the Temporary Premises untenantable, then the term of this Temporary Lease shall, at the option of Landlord or Tenant, forthwith cease and terminate. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, or other matters beyond the control of Landlord or for any damage or inconvenience which may arise through repair of any part of the Building, or failure to make such repairs, or from any cause whatsoever, unless caused solely by Landlord's gross negligence.

14. Surrender; Holding Over. Tenant agrees, upon termination or expiration of this Temporary Lease, to peacefully quit and surrender the Temporary Premises without notice, leave the Temporary Premises neat and clean, and deliver all keys to the Temporary Premises to the Landlord. If Tenant, without the implied or expressed consent of Landlord, shall hold over after the expiration of the term of this Temporary Lease, Tenant shall remain bound by all covenants and agreements herein, except that the tenancy shall be one of sufferance at 200% of the rental provided for herein, and Tenant shall be responsible for any damages to Landlord resulting from holding over.

15. Amendment of Lease. This Temporary Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto.

16. Non-Waiver. Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare such default at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

17. Limitation of Liability. Redress for any claim against Landlord under this Temporary Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building. The obligations of Landlord under this Temporary Lease are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of Landlord, its board of directors and officers, as the case may be, its manager, the members thereof, or any beneficiaries, stockholders, employees, or agents of Landlord or the manager.

18. Captions. The captions used in connection with sections in this Temporary Lease are for convenience only and shall not be deemed to construe or limit the language of this Temporary Lease.

19. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

20. Entire Agreement. This Temporary Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements.

21. Counterparts. This Temporary Lease may be executed in one or mort counterparts, any one of which if originally executed, shall be binding upon each of the parties signing thereon, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Temporary Lease as of the date first specified above.

LANDLORD:	**TENANT:**
McHENRY COMMONS PARTNERS, L.L.C., an Illinois limited liability company	THE BUSINESS LIAISON, INC., a Nevada corporation
By: Atrium Vegas, Inc., an Illinois corporation, its Manager	
By: Sherry Mast	By: The Business Liaison
Name: Sherry Mast	Name: Rois & Greene
Title: Sr. Vice President	Title: President & CEO
Dated: October 24, 2006	Dated: November 1, 2006

CH1 11126944.1 / 42415-000070

EXHIBIT B

FIRST AMENDMENT TO LEASE BETWEEN
CITY OF LAS VEGAS (LANDLORD)
AND
THE BUSINESS LIAISON, INC. (TENANT)

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is entered into and effective for all purposes as of June 1, 2008 (this "First Amendment") by and between the City of Las Vegas (the "Landlord"), and The Business Liaison, Inc. a Nevada corporation (the "Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Office Lease dated May 1, 2007 (the "Lease"), pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, the premises consisting of approximately 2,736 square feet and commonly known as 333 North Rancho Drive, Suites 455, 460 and 465, Las Vegas, Clark County, NV 89106 (the "Premises"); and

WHEREAS, the Landlord was required to and did construct the work described on the plan provided by the Tenant (the "Landlord's Work"). With respect to the cost of Landlord's Work, Paragraph 3 of Exhibit B to the Lease provides as follows:

> 3. Excess Costs. If the Actual Premises Cost exceeds the Tenant Improvement Allowance, then after substantial completion of Landlord's Work, Landlord shall, at its election, either (i) require Tenant to pay, in cash and within thirty (30) days after the Commencement Date, the amount by which the Actual Premises Cost exceeds Tenant Improvement Allowance (i.e., Tenant shall be responsible for all costs in excess of the Tenant Improvement Allowance), or (ii) increase the Monthly Installments of Rent by an amount which would fully amortize such excess over the initial Term of the Lease, with interest at the rate of twelve percent (12%) per annum (the "Amortization Rate"), and the parties shall enter into an amendment to this Lease documenting the amount of such adjusted fixed minimum Rent; and

WHEREAS, the Actual Premises Cost exceeded the Tenant Improvement Allowance by the amount of Sixty Five Thousand Seven Hundred Fifty-Five Dollars and 88/100 ($65,755.88) (the "Excess TI Costs"). Landlord has elected to increase the Monthly Installments of Rent , and the parties wish to document the amount of the adjusted fixed minimum rent increase in this First Amendment and the rent increase; and

WHEREAS, the Commencement Date of the Lease was December 5, 2007 and the termination date is February 28, 2014, and the parties wish to document this and other matters not specified in the original Lease.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Capitalized Terms. All capitalized terms used herein shall have the same meanings ascribed to them in the Lease, unless otherwise defined in this First Amendment.

2. Supplemental Rent. Supplemental Rent shall mean the amortized Excess Cost as defined in Exhibit B Section 3(ii) of the Lease. Beginning on January 1, 2008, and on the first day of each month thereafter through and including February 28, 2014, Tenant shall pay to Landlord, as additional rent under the Lease and along with the Monthly Installment of Rent, the sum of One Thousand Two Hundred Sixty-One and 80/100 Dollars ($1,261.80) (the "Supplemental Rent"). The obligation to pay Supplemental Rent shall not be abated for those months for which rent abatement is otherwise provided on the Reference Pages of the Lease.

3. Reference Pages Amendments. The portions of the Reference Pages captioned "Scheduled Commencement Date," "Term of Lease," "Termination Date" and "Annual Rent and Monthly Installment of Rent" are deleted in their entirety and are replaced by the following:

COMMENCEMENT DATE:	December 5, 2007
TERM OF LEASE:	Seventy-four (74) months and twenty-seven (27) days, beginning on the Commencement Date and ending on the Termination Date.
TERMINATION DATE:	February 28, 2014
ANNUAL RENT and MONTHLY INSTALLMENT OF RENT(Article):	See Below.

Period		Annual Base	Annual Base	Monthly	Monthly	Total Monthly Base
from	to	Rent PSF	Rent	Base Rent	Supp. Rent	and Supp. Rent
12/5/2007	2/28/2009	$23.40	$64,022.40	$5,335.20	$1,261.80	$6,597.00
3/1/2009	2/28/2010	$24.10	$65,937.60	$5,494.80	$1,261.80	$6,756.60
3/1/2010	2/28/2011	$24.82	$67,907.52	$5,658.96	$1,261.80	$6,920.76
3/1/2011	2/29/2012	$25.56	$69,932.16	$5,827.68	$1,261.80	$7,089.48
3/1/2012	2/28/2013	$26.33	$72,038.88	$6,003.24	$1,261.80	$7,265.04
3/1/2013	2/28/2014	$27.12	$74,200.32	$6,183.36	$1,261.80	$7,445.16

Notwithstanding the foregoing, provided Tenant is not then in default under this Lease, the Monthly Base Rent for January and February, 2008 shall be abated for the entire Premises. In addition, provided Tenant is not then in default under this Lease, the Monthly Base Rent attributable to Suite No. 455 only (consisting of 412 rentable square feet) shall be abated as follows: (i) for March, 2008 through June 2008, the Monthly Base Rent attributable to Suite No. 455 only shall be abated in full; (ii) for July 2008 through December 2008, the Monthly Base Rent attributable to Suite No. 455 only shall be abated by fifty percent (50%); and (iii) after December 2008, Tenant shall pay the full Monthly Base Rent attributable to Suite No. 455.

To summarize the above, the Monthly Base Rent otherwise payable in calendar 2008 shall be reduced by the following amounts in the following months:

Months	*Abated Monthly Base Rent*
January-February 2008	$5,335.20 (100% abatement on 2,736 rsf)
March-June 2008	$803.40 (100% abatement on 412 rsf)
July-December 2008	$401.70 (50% abatement on 412 rsf)

Supplemental Rent is payable in full for each month (other than the partial month of December, 2007), without abatement.

In the event of a material default by Tenant at any time during the Term, in addition to any and all rights and remedies available to Landlord hereunder, the full abated base rent for January and February 2008, and the abated base rent attributable to Suite No. 455, shall become immediately due and payable.

4. Recapture. Tenant understands and agrees that in entering into this First Amendment, Landlord is relying upon receipt of all Supplemental Rent to become due over the full seventy-four (74) month amortization period of the Excess TI Costs, including an interest rate of twelve percent (12%) per annum (the "Amortization Rate"). Accordingly, Tenant agrees that if this Lease or Tenant's right to possession of the Premises leased hereunder is terminated as of any date prior to the payment in full of the total Supplemental Rent payments plus interest by reason of a default of Tenant ("Early Termination Date"), there shall be due and owing to Landlord as of the day prior to the Early Termination Date, as rent in addition to all other amounts owed by Tenant as of the Early Termination Date, the unamortized portion of the Excess TI Cost as of the Early Termination Date; provided, however, that in the event that such amounts are recovered by Landlord pursuant to any other provision of the Lease, Landlord agrees that it shall not attempt to recover such amounts pursuant to this paragraph.

5. Condition of Premises. Tenant acknowledges and agrees that all construction obligations of Landlord under the Lease have been performed in full and has been accepted.

6. Incorporation. Except as otherwise amended herein, all other terms and conditions of the Lease shall remain in full force and effect and Tenant hereby ratifies and confirms its obligations thereunder. Tenant represents and acknowledges that as of the date of this First Amendment, Tenant (i) is not in default under the terms of the Lease; (ii) has no defense, set off or counterclaim to the enforcement by Landlord of the terms of the Lease; and (iii) is not aware of any action or inaction by Landlord that would constitute an Event of Default by Landlord under the Lease.

7. Limitation of Landlord Liability. Redress for any claim against Landlord under the Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building. The obligations of Landlord under the Lease are not intended to be and shall not

be personally binding on, nor shall any resort be had to the private properties of, any of its or its managers, trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

8. Full Force and Effect. Except to the extent expressly amended herein, the Lease shall remain in full force and effect without amendment or modification.

9. Counterparts. This First Amendment may be executed in one or more counterparts, any one of which if originally executed, shall be binding upon each of the parties signing thereon and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first written above.

LANDLORD:
City of Las Vegas

By: Steven Ford

Name: Steven Ford, P.E., C.E.M.

Title: Field Operations Deputy Director

Dated: 12 MAY, 2008

TENANT:
The Business Liaison, Inc.
a Nevada corporation

By: The Business Liaison

Name: Lois S. Greene

Title: President & CEO

Dated: May 8, 2008, 2008

Approved as to form

John S. Ridilla 5/9/08
John S. Ridilla Date
Deputy City Attorney

EXHIBIT C

THE BUSINESS LIAISON, INC. (TENANT)
THIRTY DAY NOTICE LETTER TO
CITY OF LAS VEGAS (LANDLORD)

The Business
Liaison

August 8, 2008

Dear Ms. Palmer,

Please let this letter serve as a response to our conversation where you stated that the current landlord will allow any tenant to terminate their lease obligation upon a 30 day written notice.

Be advised that The Business Liaison and grantors hereby formally and mutually accept the landlord's offer. Our office will be leaving the Atrium Business Towers 30 days from this notice which would be midnight on September 7, 2008. It is my understanding that we are released from all obligations associated therein regarding our current lease 30 days after this notification.

Please respond within 5 business days with any directions or comments regarding this letter. Of course we will need your assistance for a smooth transition. If you have any questions please do not hesitate to contact me at (702) 438-1011. Thank you in advance for your ongoing cooperation.

Sincerely,

Lois E. Greene

Lois Greene
The Business Liaison

333 N. Rancho Drive Ste 460 Las Vegas, NV 89106 • (702) 438-1011 office • (702) 438-1343 fax