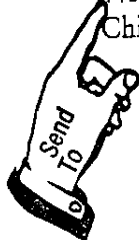


This document prepared by
and after recording, return
to:

Alison Olsen, Esq.
Fuchs & Roselli, Ltd.
440 W. Randolph St. #500
Chicago, IL 60606



Property of Cook County Clerk

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PARKING LEASE

THIS PARKING LEASE (hereinafter referred to as the "Lease") is made this 27th day of October, 2000, by and between the CITY OF EVANSTON, a municipal corporation (hereinafter referred to as "Landlord"), and 1890 MAPLE LLC, an Illinois limited liability company (hereinafter referred to as "Tenant").

WITNESSETH:

1. **Demise.** Landlord, for and in consideration of the covenants and agreements set forth herein, does hereby lease to Tenant and Tenant hereby takes from Landlord EIGHTY-ONE (81) unassigned and unreserved automobile parking spaces as represented by separate monthly passes/permits (hereinafter referred to as the "Spaces"), which Spaces shall be located at the Sherman Avenue Garage (hereinafter referred to as "Garage") located on the real estate legally described on Exhibit A hereto and by this reference incorporated herein, or at such other location (hereinafter referred to as the "Alternative") designated by the City within one thousand (1000) feet of the real estate legally described on Exhibit B attached hereto and by this reference incorporated herein (hereinafter referred to as the "Project"). The Spaces shall be used by the Tenant to provide parking for the Project and to maintain compliance with the City of Evanston Zoning Ordinance for the Project. The Landlord, in its sole discretion, may allocate the number of Spaces available to Tenant among and between the Garage and the Alternative, subject to reasonable rules and regulations from time to time promulgated by Landlord upon not less than thirty (30) days prior notice to Tenant. Upon any designation of an Alternative, the parties hereto shall amend this Lease to provide that the legal description of the Alternative be made a part of Exhibit A attached hereto. Tenant shall have, as appurtenant to the Spaces, rights to use in common: (a) the common lobbies, corridors, stairways, stairwells, escalators, elevators, of the Garage; and (b) common walkways, parking areas and driveways necessary for common ingress and egress to the Garage.

[Handwritten signature]

2. **Term.** The term of the Lease shall commence upon Tenant's acquisition of the Project. The term of the Lease (hereinafter referred to as the "Term") shall expire on the earlier of: (i) Tenant's election, made at any time after the fortieth (40th) anniversary of the commencement date (hereinafter referred to as the "40 Date") to terminate the Lease upon thirty (30) days prior written notice; provided however, that Tenant hereby agrees that it shall only have the right to terminate this Lease upon providing other parking elsewhere for the Improvements which satisfies all zoning requirements of the City of Evanston or (ii) ninety-nine (99) years after the Commencement Date.

3. **Rent.** Tenant agrees to pay Landlord monthly rent (hereinafter referred to as "Rent") equal to the prevailing monthly rate as may be established from time to time by the Evanston City Council for City of Evanston public garages, per space, per month, payable in quarterly installments on or before the first (1st) of each calendar quarter during the Term, commencing on the day which Tenant acquires the property commonly known as 1890 Maple, Evanston, Illinois (hereinafter referred to as the "Rent Date"). If the Rent Date is other than the first (1st) day of a month or if the Term ends other than on the last day of a month, the Rent for such month shall be prorated. Payment shall be mailed to the Parking System, City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60204-0832, and be made payable to the City Collector.

4. **Maintenance.** Landlord shall maintain the Garage, or the Alternative, as applicable, in accordance with the level of maintenance it performs for other comparable Garages in the City of Evanston and shall perform all repairs, restoration and maintenance thereto. In the event Landlord finds it necessary to restrict access to the Garage or the Alternative to perform maintenance required hereunder, it will give reasonable prior written notice of such necessary maintenance to Tenant, except in case of emergency, provided however, Landlord shall at all times provide the Spaces. Landlord shall, at its sole cost, keep and maintain the Garage and any applicable Alternative and all sidewalks and parking areas, safe, secure and clean, specifically including, but not by way of limitation, snow and ice clearance, landscaping and removal of waste and refuse matter. Landlord further agrees to pay all taxes and assessments, general and special, water rates, sewer rates (but excluding any parking tax levied by the City of Evanston), license and permit fees and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Garage or any applicable Alternative, if any, during the term of this Lease.

5. **Rules and Regulations.** Tenant agrees to abide by the reasonable requirements and regulations relating to the use of the Garage or the Alternative promulgated by Landlord upon not less than thirty (30) days prior written notice thereof.

6. **Use.** Tenant agrees to limit its use of the Garage and the Alternative to the parking of motorized vehicles for nine (9) passengers or less. Tenant agrees that it shall not sell a parking pass/permit for an amount in excess of that established by the City of Evanston as the prevailing rate for monthly parking. It is acknowledged and agreed that Tenant may sell or permit the use of any such parking pass/permit to any lessee, concessionee, or invitee of the Project.

7. **Additional Parking.** Landlord agrees to lease to Tenant, if Tenant desires from time to time, one (1) additional parking space for each 1,000 square feet of office space in the Project but not in excess of forty (40) spaces, to the extent available, provided such right shall be prior to any rights of commuters.

8. **Successors and Assigns.** The rights and obligations of the parties hereto shall inure to the benefit of the parties hereto and each of their successors and assigns. The interest and rights of Tenant hereunder shall be assignable only to the person or entity that owns the Project.

9. **Changes in Zoning Requirements.** In the event the zoning requirements for the Project are changed by the action of the Evanston City Council so that the Project is not required to provide the number

of Spaces leased hereunder, Tenant may, upon thirty (30) days written notice, decrease the number of Spaces leased hereunder to the number then required. In the event the zoning requirements for the Project are changed by the action of the Evanston City Council so that the Project is required to provide additional parking spaces in excess of the number of Spaces leased hereunder, the Spaces shall be so increased. In either such event, Rent shall be adjusted pro rata to reflect the Spaces leased hereunder.

10. Utilities. Landlord agrees to pay all charges for water, gas, electricity and other utilities in connection with the Garage.

11. Demolition. Should all the Spaces be provided by Landlord in an Alternative which is a new parking structure constructed by Landlord at any time after the date hereof (hereinafter referred to as the "New Structure"), and should such New Structure deteriorate so that at any time after the 40 Date it is necessary to demolish said structure and build a new parking structure (hereinafter referred to as the "Future Structure") in order to provide the Spaces, or Landlord determines that it must undertake capital improvements which in the opinion of an independent structural engineer will extend the useful life of the Parking Garage for at least an additional five (5) year period ("Capital Improvements"), Tenant agrees to pay to Landlord a pro rata share (hereinafter referred to as the "Tenant's Share") of (1) the actual out-of-pocket costs incurred by Landlord to construct the Future Structure to accommodate the Spaces, or (2) the Capital Improvements. The Tenant's Share for the Future Structure shall be equal to a percentage equal to the ratio of the number of the Spaces divided by the total number of parking spaces to be located in the Future Structure. The Tenant's Share of the Capital Improvements shall be equal to the ratio of the number of Spaces divided by the total number of parking spaces in the Garage. The Tenant's Share shall be paid to Landlord within thirty (30) days after completion of the Future Structure or Capital Improvements and after presentation to Tenant of evidence reasonably satisfactory to Tenant of all of the actual out-of-pocket costs so incurred by Landlord to construct the Future Structure or Capital Improvements. Notwithstanding anything herein contained, at such time as Tenant pays the Tenant's Share to Landlord, the Rent shall be reduced to be an amount equal to the Tenant's percentage of the net amount of annual costs and expenses incurred to operate and maintain the Future Structure.

12. Mortgages. If Tenant mortgages its leasehold estate created hereby and the mortgagee or holder of the indebtedness secured by the leasehold mortgage or trust deed shall notify Landlord, in the manner provided for the giving of notice, of the execution of such mortgage or trust deed and name the place for service of notice upon such mortgagee or holder of such indebtedness, then, in such event, Landlord agrees, for the benefit of such mortgagee or holder of such indebtedness from time to time as follows:

(i) Landlord agrees to give any such mortgagee or holder of such indebtedness simultaneously with service on the Tenant, a duplicate of any and all notices of default given by Landlord to Tenant. Such notices shall be given in the manner and shall be subject to the terms of the notice provision of this Lease.

(ii) Such mortgagee or the holder of such indebtedness shall have the right to perform any of Tenant's covenants under this Lease and to cure any default of Tenant pursuant to the terms of this Lease.

(iii) Landlord shall not terminate this Lease or Tenant's right of possession for any default of Tenant if, within a period of twenty (20) days after the expiration of the period of time with which Tenant might cure such default under the provisions of this Lease, such mortgagee or holder of indebtedness commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to cure, and provided that any monetary default of Tenant has been cured.

(iv) No liability for the payment of Rent or the performance of any Tenant's covenants and agreements shall attach to or be imposed upon any mortgagee or the holder of such indebtedness unless such mortgagee or holder of such indebtedness forecloses its interest and becomes the successor Tenant under this Lease.

(v) Tenant agrees that any mortgage or security interests it may grant in this leasehold will provide that it is subject to and subordinate to Landlord's estate.

13. Tenant Default.

A. The occurrence of any one or more of the following shall be an "Event of Default" hereunder:

(i) If Tenant fails to pay any sum of money required of Tenant to be paid hereunder and such failure shall continue for a period of fifteen (15) days after written notice from landlord to Tenant; or

(ii) If Tenant fails to observe or perform any of the other terms, conditions, covenants or agreements of this Lease and such failure shall continue for a period of forty-five (45) days after written notice thereof from Landlord specifying such failure; provided however, that if such failure cannot reasonably be cured within such forty-five (45) day period, no Event of Default shall be deemed to exist so long as Tenant shall have commenced curing the same within such forty-five (45) day period, and shall thereafter diligently and continuously prosecute the same to completion.

B. Upon the occurrence of an Event of Default, by or against Tenant, Landlord shall have the following rights and remedies:

(i) Landlord may, at its option, at any time and thereafter, terminate this Lease upon fifteen (15) days written notice to Tenant, and upon the date specified in such notice from Landlord to Tenant, this Lease shall expire and terminate if such Event of Default remains uncured as of such date, and Landlord may recover from Tenant Landlord's damages caused by such termination together with all other sums payable to Landlord hereunder, including reasonable attorneys' fees, costs and expenses.

(ii) Landlord may, at its option, but shall not be obligated to, take such action as appropriate to correct or remedy such default (including performing or causing to be performed any of Tenant's obligations hereunder) and all sums expended by Landlord in doing so shall be payable from Tenant to Landlord upon demand.

(iii) In the event of any breach by Tenant of any of the covenants, agreement, terms or conditions in this Agreement, Landlord shall, in addition to the rights and remedies provided hereunder, have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise.

14. Notices. All notices herein required shall be in writing and shall be served on the parties, either personally or mailed by certified or registered mail, return receipt requested, or by expedited messenger, and all such notices shall be deemed received on receipt or if delivery is refused upon the date of attempted delivery addressed as follows:

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If to Landlord:

City of Evanston
2100 Ridge Avenue
Evanston, Illinois 60204
Attention: City Manager
Facsimile: (847) 448-8083

If to Tenant:

Scribcor Real Estate Services
400 North Michigan Avenue, Suite 415
Chicago, Illinois 60611
Attention: Richard M. Ross, Jr.
Facsimile: (312) 923-8000

With a copy to:

Fuchs & Roselli, Ltd.
440 West Randolph Street, Suite 500
Chicago, Illinois 60606
Attention: John T. Roselli, Esq. or Alison
Olsen, Esq.

Either party may, by notice, change the addresses set forth above. Facsimile transmission is not authorized as a means of notice under this Lease.

15. Miscellaneous.

A. Captions and Attachments. The headings of sections and paragraphs hereof are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any paragraph of this Lease. Exhibits and addenda attached or affixed hereto are deemed a part of this Lease and are incorporated herein by reference.

B. Estoppel Certificates. Each party hereto shall, at any time and from time to time, upon not less than ten (10) days prior written request from the other party (hereinafter referred to as the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party, in form reasonably satisfactory to the Requesting Party, a written statement certifying (if true) that such party has accepted the premises demised herein, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that the Requesting Party is not in default hereunder, the date to which the rental and other charges have been paid in advance, if any, and such other accurate certification as may reasonably be requested by the Requesting Party and to give copies to any mortgagee of the Requesting Party of all notices to the Requesting Party. It is intended that any such statement delivered pursuant to this sub-section may be relied upon by the Requesting Party, any prospective purchaser or mortgagee of the interest of the Requesting Party and their respective successors and assigns.

C. Governing Law. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

D. Severability. If any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

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E. Condition of the Premises. Tenant's occupancy of the Garage after the Commencement Date shall constitute an acknowledgment by Tenant that the Garage was, on the date possession was taken, in good order and satisfactory condition.

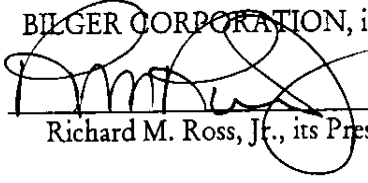
F. Covenant Not to Compete. Tenant acknowledges that the majority of the Spaces within the Garage will be available for parking by the public at large for a fee payable to Landlord. Tenant covenants and agrees that it will never compete in any way with Landlord's use of the Garage. Tenant shall not authorize or encourage the use of the monthly passes/permits for functions or actions unrelated to the Zoning Requirement for the Improvements.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

TENANT:

1890 MAPLE LLC

By: BILGER CORPORATION, its Manager

By: 
Richard M. Ross, Jr., its President

LANDLORD:

CITY OF EVANSTON

By: 

Its: City Manager

(Title)

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

00852577

I, Roger Bruce Young, a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that Roger Crum, who is personally known to me to be the City manager of the CITY OF EVANSTON, a municipal corporation, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as the City manager of THE CITY OF EVANSTON, as his/her free and voluntary act and the free and voluntary act of THE CITY OF EVANSTON, pursuant to authority granted to him/her, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of October, 2000.

Bruce M. Young
Notary Public

My Commission Expires: July 21, 2003



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JEANETTE DRESDOW, a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that RICHARD M. ROSS, JR., who is personally known to me to be the President of BILGER CORPORATION, an Ohio corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the President of BILGER CORPORATION, as his free and voluntary act and the free and voluntary act of BILGER CORPORATION, pursuant to authority granted to him By the Board of Directors of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of October, 2000.

Jeanette Dresdow
Notary Public

My Commission Expires: Nov 19, 2000



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EXHIBIT A

MAPLE AVENUE GARAGE LEGAL DESCRIPTION

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LOT 4 OF THE CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS.

11-18-117-001

11-18-124-006

Property bounded by University Place,
Maple Avenue and Railroad Avenue,
Evanston IL

Cook County Clerk's Office

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00852577

EXHIBIT B

LOT 1 IN CITY CONSOLIDATION NO. 1 OF LOTS 1, 2, 3, 4 AND 5 IN CIRCUIT COURT SUBDIVISION OF PARTITION OF LOT 22, BEING A TRIANGULAR PIECE OF LAND BOUNDED ON THE NORTH BY EMERSON STREET, ON THE SOUTHWESTERLY BY EAST RAILROAD AVENUE AND ON THE EAST BY MAPLE AVENUE (EXCEPT 1 ACRE IN THE NORTHWEST CORNER THEREOF) IN COUNTY CLERK'S DIVISION, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, TOGETHER WITH THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING THE LAND.

Common Address: 1890 Maple, Evanston, Illinois

Tax # = 11-18-112-038