

DRAFTED BY, RECORDING
REQUESTED BY AND AFTER
RECORDING RETURN TO:

54806

Vol. 198 Page 8555

Return To:

FAXXON

Legal Information Services, Inc.
One W. Old State Capitol Plaza, Ste. 805
Springfield, Illinois 62701

Att: Kathy Biedel

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (the "Assignment") is made as of the 16th day of July, 1997, by Golden Bear Acquisition Corp., a Delaware corporation ("Assignor"), to LaSalle National Bank, a national banking association in its capacity as agent (together with any replacement or successor agents, "Assignee") for the benefit of the Lenders.

RECITALS:

A. Assignor has entered into a Credit Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Assignee and Lenders providing for extensions of credit and other financial accommodations to be made to Assignor.

B. Assignor is, or is the successor in interest to, the lessee under those certain leases (individually, a "Lease" and collectively, the "Leases") described on Exhibit A, copies of which are attached as Exhibit B, with the respective lessors thereunder (individually, a "Lessor") with respect to certain property as described in the respective Lease (the "Premises").

C. One of the conditions precedent to Assignee's and Lenders' obligations under the Credit Agreement is Assignor's execution and delivery of this Assignment.

NOW, THEREFORE, in consideration of the foregoing and in order to induce Assignee or to extend credit and make other financial accommodations under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Assignee, as follows:

1. **Definitions.** Any capitalized term not otherwise defined herein which is defined in the Credit Agreement shall have the meaning ascribed to such terms in the Credit Agreement.

2. **Assignment.** To secure the payment, performance and observance of the Obligations of Assignor, Assignor hereby transfers and assigns to Assignee all of Assignor's

98 MAR 17 P3:43

right, title and interest in and to the Leases.

3. **Representations and Warranties.** Assignor represents and warrants to Assignee that: (a) Assignor is the sole owner of the entire leasehold interest in the Leases, free and clear of all Liens, except for Liens created in favor of Assignee pursuant to, or in connection with, the Credit Agreement, (b) each Lease is valid and enforceable and has not been altered, modified or amended in any manner, except as shown on Exhibit A; and (c) neither Assignor nor the respective Lessor under its respective Lease is in default under such Lease, nor has any event occurred which with the passage of time or the giving of notice would constitute a default under such Lease.

4. **Covenants.** Assignor covenants to and with Assignee: (a) to observe and perform all obligations imposed upon Assignor as the lessee under the Leases and not to do, or permit to be done, anything to impair Assignor's rights thereunder; (b) not to assign Assignor's interest under the Leases or sublet all or any part of any of the Premises; (c) not to modify any Lease, or cancel or terminate the same, or surrender possession of any of the Premises, or any part thereof, without the prior written consent of Assignee, which consent shall not be unreasonably withheld; and (d) to enforce the performance by the respective Lessor of such Lessor's obligations under the respective Lease.

5. **Security.** This Assignment is for collateral security purposes only. So long as no Event of Default has occurred and is continuing, Assignor shall have the right to retain, use and enjoy all rights under the Leases, including the right to use and occupy all of the Premises.

6. **Remedies for Default.** Upon the occurrence of any Event of Default, Assignee, at its option, without in any way waiving such default may, without notice, and without regard to the adequacy of any security for the Obligations: (a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of any or all of the Premises, and Assignor hereby agrees to surrender possession, and have, hold, manage, lease and operate the same, on such terms, and for such period of time, as Assignee may deem proper; and (b) in connection with the exercise of its rights under clause (a) above, terminate all of Assignor's right to retain, use and enjoy all rights under any Lease.

7. **Indemnification.** Assignee may, but shall not be obligated to, perform or discharge any obligation, duty or liability under any Lease or under or by reason of this Assignment, and Assignor shall, and hereby agrees to, indemnify, defend and hold Assignee harmless from, and against, any and all liability, loss, cost, damage or expense which may, or might be, incurred by Assignee, directly, or indirectly, under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the covenants or agreements contained in the Leases. If Assignee incurs any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including all costs, expenses and attorneys' fees, shall be added to the Obligations and Assignor shall reimburse Assignee therefor immediately

upon demand. The parties hereto understand further that this Assignment shall not operate to place responsibility for the control, care, management or repair of any of the Premises upon Assignee, or for the carrying out of any of the terms or conditions of the Leases, and it shall not operate to make Assignee responsible or liable for any waste committed on the Premises by Assignor or any other Person or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises, resulting in loss, injury or death to any lessees, sublessee, invitee, licensee, employee, stranger or any other Person.

8. Release of Assignment. Upon payment, performance and observance in full of the Obligations, this Assignment shall be void and of no further force or effect and Assignee, upon the written request of Assignor, shall execute such documents, as may be reasonably requested by Assignor, to confirm the same; provided, however, that the certificate of any officer or agent of Assignee certifying that any of the Obligations remain unsatisfied shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any Person may, and hereby is authorized to, rely thereon.

9. Remedies Cumulative. No right or remedy of Assignee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity or under the Credit Agreement, the Notes or the other Loan Documents, but is cumulative and in addition thereto and Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity or under the Credit Agreement, the Notes or the other Loan Documents, without first exhausting or affecting or impairing the security or any right or remedy afforded under this Assignment. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Assignor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Assignor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Assignee. No term or condition contained in this Assignment, may be waived, altered or changed except as evidenced in writing signed by Assignor and Assignee. In case Assignee shall have proceeded to enforce any right under this Assignment and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Assignee, then, and in every such case, Assignor and Assignee shall be restored to their former positions and rights hereunder in respect to the Leases, and all rights, remedies, and powers of Assignee shall continue as though no such proceedings had been taken.

10. Miscellaneous

A. Notices. All notices required or permitted to be given hereunder shall be given pursuant to the notice provisions of the Credit Agreement.

B. Headings. Section and subsection headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect.

C. APPLICABLE LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES EXCEPT THAT THE PROVISIONS OF THE LAWS OF THE JURISDICTION WHERE THE PREMISES IS LOCATED SHALL BE APPLICABLE TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE INTERESTS CREATED BY THIS ASSIGNMENT AND THE EXERCISE OF THE REMEDIES MANDATORILY GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

D. Successors and Assigns; Subsequent Holders Of Notes. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Assignor may not assign its rights or obligations hereunder without the written consent of Assignee.

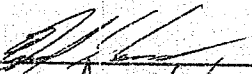
E. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment or of such provision or obligation in any other jurisdiction.

F. Amendment. This Assignment may not be amended, supplemented, terminated or otherwise modified except by written instrument executed by Assignor and Assignee or otherwise in accordance with the Credit Agreement.

IN WITNESS WHEREOF, this Assignment has been made by Assignor as of the day and year first written above.

ASSIGNOR:

Golden Bear Acquisition Corp., a Delaware corporation

By: 
 Name: David C. Evans
 Title: Vice Chairman

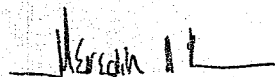
8559

DOCUMENT #: CHGO01A (10029-00050-0) 286775.4; DATE: 07/17/97/TIME: 11.01-

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Meredith A. Parsons, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David S. Evans personally known to me to be the Vice Chairman of Golden Bear Acquisition Corp., a Delaware corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as Vice Chairman of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of July, 1997.



Notary Public

My Commission Expires:
01/06/98

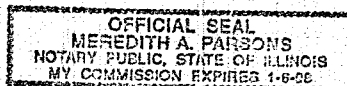


EXHIBIT A

- 1) Lease dated May 21st, 1979, by and between GLAMRR PROPERTIES and WITCO CHEMICAL CORPORATION (as amended by Letter Agreement dated April 20, 1995)
- 2) Lease dated September 24, 1990, by and between JMB Income Properties, Ltd.-VI and Witco Corporation
- 3) Lease dated November 15th, 1990, by and between Sue B. Clements and Witco Corporation-Golden Bear Division

Common Address:

P.I.N.:

8561

EXHIBIT B

Witco

8562

Witco Corporation
One American Lane
Greenwich, CT 06831-2559
(203) 552-3208
(203) 552-2882 Fax

Harvey L. Golubock
Group Vice President
Lubricants

April 20, 1995

GLAMRR Properties
4745 South Sixth Street
Klamath Falls, Oregon 97603

5.3.1 Real Property Lease Agreements:--Lease at
Klamath Falls, Oregon

Attn: Mr. Martin D. Alter *MDA*

Re: Agreement dated as of May 21, 1979 by and between GLAMRR Properties ("Lessor") and Witco Corporation (formerly Witco Chemical Corporation ("Lessee") for premises located in Klamath County, Oregon (the "Lease")

Dear Mr. Alter:

I write regarding the above-referenced Lease. As you are aware, the current and final renewal term of the Lease expires on June 30, 1995. However, Lessee and Lessor have agreed to extend the term of the Lease on the terms and conditions outlined in this letter.

1. Anything in the Lease to the contrary notwithstanding, Lessee and Lessor agree to extend the Lease for one (1) additional term of five (5) years, commencing July 1, 1995 through and including June 30, 2000. The annual rent for the period July 1, 1995 through and including June 30, 1996 shall be \$51,705.59, and shall be payable by Lessee to Lessor in accordance with Section 4 of the Lease. The annual rent for the period July 1, 1996 through June 30, 1997, and for all successive twelve-month periods thereafter, shall be the then-current annual rent, increased or decreased, as the case may be, by a percentage equal to the corresponding percentage increase or decrease in the Portland Consumer Price Index, All Urban Consumers (the "Index"), measured at the immediately preceding December 31, when compared with the Index at the prior December 31. For example, the annual rent for the twelve-month period July 1, 1996 through June 30, 1997 shall be \$51,705.59, plus or minus a percentage equal to the percentage increase or decrease in the Index at December 31, 1995, compared with the Index at December 31, 1994. Lessee and Lessor acknowledge that the Index was 149.7 at December 31, 1994.

GLAMRR Properties

April 20, 1995

Page 2

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2. Lessee may renew the Lease, at Lessee's sole option, for two (2) additional terms of five (5) years each upon sixty (60) days prior written notice provided by Lessee to Lessor. If Lessee elects to exercise the aforementioned renewal options, the rent for each 12 month period during such renewal terms shall be calculated in accordance with paragraph 1 of this letter, and shall be payable by Lessee to Lessor in accordance with Section 4 of the Lease.

3. Lessee shall be entitled, in Lessee's sole and absolute discretion, to terminate the Lease effective July 1 during any year of the term, by providing to Lessor not less than six (6) months prior written notice of Lessee's intent to terminate.

4. The Lease is hereby amended to include the addition of a new Paragraph 15, which shall read in its entirety as follows:

Lessee hereby agrees to indemnify, defend and hold harmless Lessor for any claims, losses, expenses, liabilities or damages (collectively, "Claims") incurred by Lessor within three (3) years of the date of termination of the Lease, arising out of, or resulting from, a condition existing on the premises that was caused by Lessee during the term of the Lease, which condition would be a violation of any environmental law, rule or regulation applicable to the premises in effect on the date of expiration or earlier termination of the Lease. Lessor shall give Lessee written notice of the events giving rise to a Claim by Lessor for indemnification hereunder, not more than thirty (30) days after Lessor first learns of the event giving rise to such Claim.

5. The Lease is hereby amended to include the addition of a new Paragraph 16, which shall read in its entirety as follows:

Lessee may assign its rights and obligations under the Lease with the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall be permitted to assign its rights and obligations under the Lease to a successor by merger of Lessee or to a purchaser of all or substantially all of the assets of Lessee.

6. The Lease, as modified by the provisions set forth herein, shall remain in full force and effect throughout the duration of any renewal term entered into pursuant to this agreement.

GLAMIR Properties

April 20, 1995

Page 3

WDA

8564

If the foregoing meets with your approval, please sign the enclosed copy of this letter where indicated below and return it to me in the postage paid envelope provided. Thank you.

Very truly yours,

WITCO CORPORATION

By: 

Harvey L. Golubock
Group Vice President
Lubricants

ACCEPTED AND AGREED TO AS
OF THIS 23rd DAY OF April, 1995.

GLAMIR PROPERTIES

By: M.D. Alter
Name: Martin D Alter
Title: partner

(4)
SUMMARY

8565

Agreement Dated May 21, 1979 Between
Glamrr Properties and Witco

Parties: Glamrr Properties, Lessor (Gary L. Renne, Lester Rookstool and Martin D. Alter) and Witco, Lessee.

Nature of Agreement: Witco Leases real property situated in Klamath County, Oregon-approximately 6.8 acres. These premises are to be used for the maintenance and operation of a bulk chemical sales and storage facility for Witco's Golden Bear Division.

Terms: Six years-July 1, 1979 thru June 30, 1985. ✓

Option to renew: Witco has an option to renew this lease for two five year periods, upon written notice to Lessor 60 days before termination of the then current term of the Lease.

Rent: The rental is \$15,750 per year, payable annually in advance.

Taxes: All real property and personal property taxes are for the account of Lessee.

Rental in the event option to renew is exercised: Rental for the first five year renewal term shall be \$27,000 per year. Rental for the second five year term shall be \$42,000 per year payable annually.

Insurance: Lessee shall maintain public liability insurance naming both Lessor and Lessee as insureds.

Notices: For Lessor-Glamrr Properties, 4745 South 6th Street, Klamath Falls, Oregon 97601.
For Witco-10100 Santa Monica Blvd., Century City, Los Angeles, California 90067.
All notices are to be sent by registered mail.

*Colander
prepared*

THIS AGREEMENT, dated the 21st day of May, 1979, by and between GLAMRR PROPERTIES, a co-partnership composed of Gary L. Renne, Lester Rookstool and Martin D. Alter, hereinafter called Lessor, and WITCO CHEMICAL CORPORATION, hereinafter called Lessee,

W I T N E S S E T H:

1. DEMISE: That the Lessor does hereby demise and let, to Lessee, and Lessee does hereby lease and hire from the Lessor, all that certain piece or parcel of real property situated in Klamath County, Oregon, more particularly described as follows:

A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Twp. 39 S., R. 9, E.W.M., more particularly described as follows:

Beginning at a point on the South right of way line of Hilyard Avenue, said point being South 89° 33'35" East 932.35 feet and South 00°26'25" West 30.00 feet from the Northwest corner of said Section 10; thence South 00°26'25" West 907.89 feet to the Northerly line of that tract of land described in Deed Vol. 286, page 306, as recorded in the Klamath County Deed Records; thence East along said Northerly line 350.00 feet, more or less, to the Westerly right of way line of the Burlington Northern Railroad spur; thence Northerly along the said Westerly right of way line to the Southerly right of way line of said Hilyard Avenue; thence North 89°33'35" West 300.41 feet to the point of beginning, containing 6.8 acres, more or less.

2. The parties hereto do hereby covenant and agree to keep and perform the conditions, engagements and agreements hereinafter expressed, on their respective parts to be performed.

3. TERM: The term of this lease shall be a period of six years, commencing on the 1st day of July, 1979, and ending on the 30th day of June, 1985.

4. RENTAL: The rental for said premises shall be \$15,750.00 a year; payable annually in advance. Payment shall be made to Lessor at 4745 So. 6th St., Klamath Falls, Oregon 97601.

5. TAXES: Lessee shall pay all real property and personal property taxes which shall become due during the term hereof.

6. USE OF THE PREMISES: It is the intention of the parties hereto that the demised premises will be used primarily for the maintenance and operation of a bulk chemical sales and storage facility. The use of the premises for such purposes, however, shall not preclude Lessee from maintaining, conducting and operating any other lawful business thereon. In the event Lessee shall erect any improvements on the said premises, Lessee shall pay for all labor and materials used or furnished to be used for it in the construction of said improvements, and shall save the said premises and the Lessor harmless from any lien or claim of lien in respect thereto. Lessee shall observe all the requirements of law or lawful ordinances or orders relating to the conduct of its business on said premises.

7. DEFAULT: In the event of the failure of Lessee to pay the said rental, or any installment thereof, at the times or in the manner hereinbefore provided, or in the event of the default of Lessee in the compliance with any of the other conditions, covenants or agreements hereof on its part to be kept and performed, then the Lessor may, at its option, terminate this lease and/or may re-enter the said premises and exclude all other persons therefrom if Lessee shall continue in such failure or default for 10 days after Lessor has made written demand for payment or performance.

8. INDEMNITY: Lessee shall save and hold the Lessor harmless from and against all claims and liability for death or injury to persons or damage to property occasioned by the negligence of Lessee and occurring in or on or about the said premises while Lessee is in actual and exclusive possession of the premises. Lessee shall carry public liability insurance covering accident or damages occurring anywhere on the leased premises in a sum not less than \$1,000,000., which shall name both Lessor and Lessee as insureds and shall deliver a certificate of insurance to Lessor.

9. REMOVAL OF IMPROVEMENTS: It is expressly understood and agreed that all of the buildings, improvements, equipment and machinery and materials upon the demised premises are the property of the Lessee and that the Lessor owns only the real property, and that the Lessee may, but shall not be obliged to, remove all of the same, except for the railroad tracts, prior to the expiration of this lease, and in the event of said removal, the Lessee shall leave said premises in a clean and level condition with all holes and excavations filled.

10. RIGHT OF INSPECTION AND EXHIBITION: The Lessor shall be entitled at all reasonable times, and in a reasonable manner, to inspect the demised premises and exhibit the same to prospective purchasers thereof, but this right shall be so exercised as not to impede or interfere with the conduct of Lessee's business on the premises.

11. NOTICES: Any notice contemplated by the provisions of this lease may be given by either party to the other by depositing the same in the United States Post Office, postage fully prepaid, for delivery by registered mail. Unless written notice is given of change of address, any such notice to be given to the Lessor may be addressed to Glamrr Properties, 4745 South Sixth St., Klamath Falls, Oregon 97601; and any such notice to be given to Lessee may be addressed to Witco Chemical Corporation, 10100 Santa Monica Boulevard, Century City, Los Angeles, California 90067. Any notice given hereunder by registered mail shall be deemed to have been fully given for all purposes at the expiration of 24 hours after the same is deposited in the United States Post Office for delivery as aforesaid.

12. OPTION TO RENEW: Lessor, in consideration of this leasing and the full and prompt observance and performance by Lessee of all the agreements herein contained on the part of the Lessee to be performed, does hereby give and grant unto the Lessee the sole and exclusive option to renew this lease for two

Agreement - Page 3

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periods of five years each, starting July 1, 1985. The annual rental for the first 5 year term shall be \$27,000.00, payable annually in advance, and for the second 5 year term shall be \$42,000.00 payable annually in advance. Lessee may exercise said options to renew by giving written notice of intent to renew to Lessor 60 days before the termination date of the then current term of this lease.

13. SUCCESSORS AND ASSIGNS: This agreement and all and several its terms, covenants and conditions, shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

14. PRIOR AND COLLATERAL AGREEMENTS: This agreement shall constitute the entire agreement between Lessor and Lessee and no other stipulation, agreement or understanding, oral or written, express or implied, of the parties hereto or of its agents, relating to the subject matter of this agreement, shall limit or modify its terms. This agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, express or implied, between Lessor and Lessee, or its respective predecessors in interest, for the use and occupancy of the demised premises. This agreement shall not be subject to modification or change except by written instrument duly signed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the day and year first hereinbefore written.

GLAMOR PROPERTIES

By Gary L. Renne
Gary L. Renne

By Lester Rookstool 9-27-79
Lester Rookstool

By Martin D. Alter
Martin D. Alter

LESSOR

WITCO CHEMICAL CORPORATION

By D. J. Feldman
its V.P.

LESSEE

RECORDED	
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LEASE RENEWAL

LANDLORD: SUE B. CLEMENTS
TENANT: WITCO CORPORATION-GOLDEN BEAR DIVISION
RENTAL LOCATION: 264 NORTH CHIPPEWA PLACE, SUITE B
CHANDLER, ARIZONA 85224

WITH THIS LEASE RENEWAL FOR THE ABOVE LOCATION, THE TENANT WILL ENJOY THE SAME TERMS AND CONDITIONS AS SET FORTH IN THE ORIGINAL LEASE DATED AND SIGNED NOVEMBER 15, 1990.

THIS LEASE RENEWAL WILL EXTEND ONE YEAR BEGINNING ON THE FIRST DAY OF DECEMBER, 1994, AND TERMINATE ON THE FIRST DAY OF DECEMBER, 1995.

LANDLORD: SUE B. CLEMENTS

TENANT: WITCO CORP-GOLDEN BEAR
DIVISION

BY: *Sue B. Clements*

BY: *Wesley W. W.*

DATE: *11-28-94*

DATE: *12-6-94*

8571

LEASE RENEWAL

LANDLORD: SUE B. CLEMENTS
TENANT: WITCO CORPORATION-GOLDEN BEAR DIVISION
RENTAL LOCATION: 264 NORTH CHIPPEWA PLACE
SUITE B
CHANDLER, AZ 85224

WITH THIS LEASE RENEWAL FOR THE ABOVE LOCATION, THE TENANT WILL ENJOY THE SAME TERMS AND CONDITIONS AS SET FORTH IN THE ORIGINAL LEASE DATED AND SIGNED NOVEMBER 15, 1990.

THIS LEASE RENEWAL WILL EXTEND ONE YEAR BEGINNING ON THE FIRST DAY OF DECEMBER, 1993, AND TERMINATING ON THE FIRST DAY OF DECEMBER, 1994.

LANDLORD: SUE B. CLEMENTS

TENANT: WITCO CORP-GOLDEN BEAR
DIVISION

BY: *Sue B. Clements*
DATE: *10/28/93*

BY: *D. H. W. W. W.*
DATE: *11/23/93*

8572

INTEROFFICE CORRESPONDENCE

DATE: 11/16/93
TO: S. Escobar Oildale FROM: J. J. Waiter NYO
SUBJECT: Chandler, Arizona Lease

The lease renewal document is acceptable to sign. Please forward one fully executed original to me for the Law Department files.

Thank you. If you have any questions, I can be reached at (212) 605-3838.


Joseph J. Waiter

JJW/ldn
encl.

8573

TO: Legal Dept. - NYC

RECEIVED BY

DT: November 10, 1993

ATTN: Joseph Waiter

NOV 12 1993

LEGAL DEPT.

FR: Steven Escobar

SUBJ: Renewal of the Chandler, Arizona lease

Would you please review the attached lease renewal, and advise in writing of your approval. For your convenience, I have enclosed the original lease and a copy of last years renewal acceptance by Witco's Legal Department.

If I can be of any further assistance on this matter, please let me know. Your prompt reply will be appreciated. Thank you for your assistance.

CC: Ed Burgin

SE:jclaz11-10

Steven Escobar

LEASE RENEWAL

LANDLORD: SUE B. CLEMENTS
TENANT: WITCO CORPORATION-GOLDEN BEAR DIVISION
RENTAL LOCATION: 264 NORTH CHIPPEWA PLACE
SUITE B
CHANDLER, AZ 85224

WITH THIS LEASE RENEWAL FOR THE ABOVE LOCATION, THE TENANT WILL ENJOY THE SAME TERMS AND CONDITIONS AS SET FORTH IN THE ORIGINAL LEASE DATED AND SIGNED NOVEMBER 15, 1990.

THIS LEASE RENEWAL WILL EXTEND ONE YEAR BEGINNING ON THE FIRST DAY OF DECEMBER, 1993, AND TERMINATING ON THE FIRST DAY OF DECEMBER, 1994.

LANDLORD: SUE B. CLEMENTS

TENANT: WITCO CORP-GOLDEN BEAR
DIVISION

BY: *Sue B. Clements*

BY:

DATE: *10/28/93*

DATE:

File Contract F.2
Chandler

8575

Via Telecopy 310-201-0383

INTEROFFICE CORRESPONDENCE

TO: D. Weinberg LAO
CC: A. M. Abrams NYO
 L. Affrici NYO
SUBJECT: Chandler, Arizona Lease

DATE: November 24, 1992
FROM: A. C. Fullerton NYO

In reference to your memo of 11/9, the proposed lease renewal is acceptable from a legal standpoint.

Please return one fully executed original of the lease extension for our file after both parties sign.

Art Fullerton
Arthur C. Fullerton

ACF/di

8576

**WITCO CORPORATION
INSURANCE AND RISK MANAGEMENT**

INTEROFFICE CORRESPONDENCE

DATE: November 13, 1992
TO: D. Weinberg LAO
FROM: L.V. Affriol *la* NYO
CC: A.C. Fullerton NYO
RE: Renewal of Chandler, AZ Lease

We have reviewed the referenced lease agreement and have no comments or recommendations for revision.



Member of
REALTY EXECUTIVES®
National realty service

Sue B. Clements
CERTIFIED RESIDENTIAL SPECIALIST
1988 NACT Board of Realtors REALTOR OF THE YEAR
Broker: DBW/P



8577
REALTY EXECUTIVES®
REALTORS®

November 29, 1992

Witco
Golden Bear Division
10100 Santa Monica Blvd
Century City
Los Angeles, CA
90067-4105

Mr. Weinberg;

Enclosed please find the executed copy of the lease renewal.

If you should have any questions please give me a call.

Thank you.

Sincerely,

Sue B. Clements, CRS

SBC/kjc

Enc.

*ORIGINAL SENT
TO ART Fullerton (NYO)
12-8-92 *[Signature]*

LEASE RENEWAL

LANDLORD: Sue B. Clements
TENANT: Witco Corporation-Golden Bear Division
RENTAL LOCATION: 264 North Chippewa Place
Suite B
Chandler, AZ 85224

With this lease renewal for the above location, the tenant will enjoy the same terms and conditions as set forth in the original lease dated and signed November 15, 1990.

This lease renewal will extend one year beginning on the first day of December, 1992, and terminating the on the first day of December, 1993.

LANDLORD: Sue B. Clements

TENANT: Witco Corp-Golden Bear Division

BY: *Sue B. Clements*

BY: *D. M. W. J. J.*

DATE: *11-27-92*

DATE: *November 24, 1992*

Witco

8579

GOLDEN BEAR DIVISION

TO: Art Fullerton
Tim Bunt

DATE: 11/9/92

FM: Donald Weinberg

RE: Renewal of Chandler, AZ Lease

Would you please review the attached lease renewal and advise in writing of your approval of this lease renewal.

Since you previously approved this lease, I presume that you have a copy in your files -- but if you do not, please let me know and I will send you a copy.

Thank you for your help.

DEW:cf/chand

attachment

NOVEMBER 03, 1992

MR. DONALD WEINBERG
WITCO CORPORATION
GOLDEN BEAR DIVISION
10100 SANTA MONICA BLVD
LOS ANGELES, CA 90067

DEAR MR. WEINBERG,

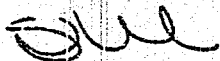
I'M ENCLOSING A LEASE RENEWAL FOR THE PROPERTY
AT 264 NORTH CHIPPEWA PLACE, CHANDLER, ARIZONA.

AS YOU WILL NOTE, ALL TERMS AND CONDITIONS REMAIN
THE SAME. THIS PAST YEAR HAS SHOWN GOOD RELATIONS
FOR ALL CONCERNED, SO I CERTAINLY FORSEE NO
PROBLEMS FOR THE COMING YEAR.

WE WILL FORWARD TO YOU A COPY OF THE FULLY EXECUTED
LEASE.

THANK YOU.

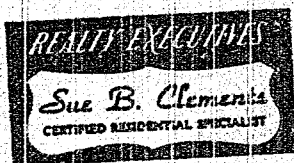
SINCERELY,



SUE B. CLEMENTS, CRS



Bus. (602) 859-2600
Res. (602) 963-2093
Mobile 576-5752



544 N.C.T. Board of Realtors REALTOR OF THE YEAR
Broker DCA/P Million Dollar Producer



4667 J. Lakeshore Dr.
Tempe, Arizona 85282

REALTY EXECUTIVES®
REALTORS®

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 15th day of November, 19 90 by and between _____

Sue B. Clements

hereinafter referred to as "Landlord, and _____

Witco Corporation - Golden Bear Division

hereinafter referred to as "Tenant".

WITNESSETH:

The Landlord hereby leases to the Tenant the office space designated as Suite No. B on the ground floor of that certain building known as 264 N. Chippewa Place in the City of Chandler, County of Maricopa, State of Arizona.

1. **TERM:** The term of this Lease shall be one year beginning on the 1st day of December, 19 90, being hereinafter called the "Effective Date of this Lease".

2. **RENT:** Tenant, upon paying the rent herein reserved and performing all the terms, covenants and conditions herein contained on its part to be kept and performed, shall have the right to apply for extensions of this Lease for additional terms which shall be upon the covenants and conditions as are set forth herein except that Tenant shall have no option to further extend this Lease and except that the rental shall be based upon Landlords prevailing rate being charged for occupied ground floor space in the building at the time.

The Tenant shall pay to the Landlord in lawful money of the United States of America at the address specified herein or furnished pursuant hereto, during the leased term, an annual rental as follows:

(a) For a period of one year(s), commencing the Effective Date of this Lease at the rate of \$550.00 per month, plus tax as required by law, payable in advance of the first day of each calendar month during the term hereof. Landlord hereby acknowledges receipt of \$1100.00 rental for the first and last months of this Lease. per month

3. TAXES: The Landlord shall pay all real estate taxes on the leased property provided, however, ~~Tenant shall pay that portion or any increase in real estate taxes and assessments assessed against the land and building of which the leased property is a part, over and above the amount of such taxes and assessments assessed against such land and buildings for the calendar year 1996, which the total number of square feet of floor space in the above numbered suite of the leased property, bears to the total number of square feet of floor space in the entire~~ approx. 926 sq. ft. ~~building for the final year of the leased term the Tenant shall be obligated to pay only a pro-rata share of such proportion of any such increase in taxes. Payments of such increase shall be made monthly with the rental payment from Tenant to Landlord on the basis of one-twelfth (1/12) of the increase of the full years taxes and assessments, beginning with the first day of the first month after the same is subject to determination.~~

4. USE OF PREMISES: The Tenant may use and occupy the leased premises for Customer Service business and for no other business or purpose without the written consent of the Landlord. No part of the leased premises shall be occupied or used by any other persons for any purpose or in any manner as shall be contrary to law. The Tenant shall, at its own expense, perform and fully satisfy all laws, statutes, regulations and ordinances which may relate to or affect the occupancy of the leased premises or any governmental authorities having jurisdiction over the subject premises. THE LANDLORD WILL SATISFY ALL BUSINESS CODE AND FIRE REGULATIONS RELATING TO MATTERS OTHER THAN THE CONDUCT OF THE TENANT'S BUSINESS.

5. SIGNS AND ADVERTISEMENT: The Landlord has not conveyed to the Tenant any rights in or to the outer side of the outside walls of the building of which the leased property forms a part, except as hereinafter agreed to and set out. The Tenant shall not display or erect any lettering, sign, advertisement, awning or other projection in or on the leased property or to the building of which it forms a part, except as herein provided, or make any alteration, decoration, addition, or improvement in or to the leased property, or in or to the building of which it forms a part, without the prior

written consent of the Landlord. Landlord hereby agrees to erect a sign, lighted on the existing Marquee now located for the building known as 264 N. Chippewa Place.

Landlord agrees that Tenant may install lettering on the windows, doors, and allotted space on the Marquee, which is the conformance with the requirements of all governmental authorities having jurisdiction thereof, present or future and Landlord must approve all such signs and lettering.

6. REPAIRS AND MAINTENANCE: The Tenant shall, during the term of this lease and any renewal or extension thereof, at its sole expense, keep the interior of the leased property in as good order and repair, as it is at the date of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted.

The Landlord, during the term of this Lease and any renewal and extension thereof, shall keep the structural supports in exterior walls of the building, including roof, windows, doors, passageways, leading to the leased premises and the adjacent sidewalks and entrance in good working order and repair. The ~~tenant~~ Landlord shall maintain in good working order and repair, all plumbing, toilet facilities, and other fixtures and equipment installed for the general supply of water, air conditioning and electricity.

7. RETURN OF POSSESSION: The Tenant shall vacate the leased property in good order and repair in which such property was at the commencement date, ordinary wear and tear and casualties by accidental fire not occurring through the Tenant's negligence alone, excepted, and shall remove all its property no later than noon on the day upon which this lease or any extension thereof ends, whether upon notice or by holdover or by otherwise. The Landlord shall have the same rights to enforce this covenant by ejectment and for damages or otherwise as for the breach of any other condition or covenant of this lease. The Tenant may, at any time prior to or upon the termination of this lease, or any renewal or extension thereof, remove from the leased property all materials, equipment and property of every other source or nature installed by the Tenant thereon, provided that

such property is removed without substantial injury to the leased property. No injury shall be considered substantial, if it is promptly corrected by restoration to the condition prior to the installation of such property if so requested by the Landlord. Any such property not removed shall become the property of the Landlord.

8. UTILITIES: The Landlord shall promptly pay when due ^{"see below"} and before delinquent all utility charges, except telephone, charged against said premises by reason of the Tenants use thereof. Telephone charges shall be paid by Tenant. ~~Tenant shall pay that proportion of any increase in utilities cost used by Landlord for the land and building of which the leased property is a part, over and above the amount of such utilities cost used by Landlord for such land and buildings for the calendar year 19__~~ ¹¹ ~~which the total number of square feet of floor space in the above numbered Suite if the leased property, bears to the total number of square feet of floor space in the entire Suite B building. For the final year of the leased term, the Tenant shall be obligated to pay only a pro-rata share of such proportion of any such increase in such utilities cost. Payments of such increase shall be made monthly with the rental payment from Tenant to Landlord on the basis of one-twelfth (1/12) of the increase of the full years utilities cost, beginning with the first day of the first month after the same is subject to determination.~~ ^{Orw}

** The word "utilities" as used herein shall include water, gas and electricity. ^{Orw} Tenant is to pay electricity.

9. DEFAULT: Tenant further covenants and agrees that, if default be made in the payment of the rent above reserved, or any part thereof, or default in the payment of any sums due hereunder at the time or times when the same becomes payable, or in any of the covenants or agreements herein contained to be kept or performed by the Tenant, or in the event of any breach if any covenant or agreement, or if said Tenant shall at any time or times during said term, under any law of the United States be found or declared bankrupt either in a voluntary or involuntary petition, or shall make a voluntary assignment of property for the benefit of creditors, or if any interest in this lease during said term to be taken and sold on execu-

tion under any judgment adverse to said Tenants or to which they have consented, then and in either or any of such cases and after ten (10) days, and at their election to declare said lease void by the said Tenant, and to re-enter the said demised premises of any part thereof, ^{Or} with or without ^{Or} process of law, and to expel and remove the said Tenant or any person or persons occupying the premises, ~~using such force as may be necessary to do so~~, ^{Or} and to repossess the premises and enjoy the same as before this demise, without prejudice to any remedy which might otherwise be used for arrears of rent or prior breach of covenant, such as expulsion or removal, whether by direct act of the Landlord, their agents or employees, or through the medium of legal proceedings, instituted for that purpose, shall not terminate or effect the liability of said Tenant for the past due rent or future rent to accrue under this Lease, Tenant remaining liable for past and future rents, less only such actual net rental as the Landlord shall actually in good faith have received from others for the balance of the term, and any claim owing by virtue of rent collected during the remainder of the term to be made when the same is collected by Landlord; and in the event such expulsion or removal futura accruing rents shall accelerate and at the end of said ten (10) days become fully due and owing the Landlord. The rights of the Landlord hereunder are cumulative and a failure to exercise any right hereunder shall not constitute a waiver thereof.

The rights given to the Landlord herein are in addition to any rights that may be given to the Landlord by any statute or otherwise.

10. ENTRY BY LANDLORD: The Landlord and its representatives may enter the leased property at any reasonable time during working hours only, for the purpose of inspecting the leased property, performing any work that the Landlord elects to undertake, made necessary by reason of Tenant's default of the terms of this Lease, exhibiting the leased property for sale, lease or mortgage financing.

LANDLORD WILL BE RESPONSIBLE FOR ANY LOSS SUFFERED BY TENANT THAT ARISES FROM SUCH ENTRY. Or JP

11. DESTRUCTION OF PREMISES: In case of damage by fire or other casualty to the building in which the leased property is located, ~~without the fault of the Tenant~~ ^{Or} if the damage is so extensive as to amount practically to the total destruction of the leased property or such building, this Lease shall cease and the rent shall be apportioned to the time of the damage. In all cases, where the leased property is damaged by fire or other casualty ~~without fault of the Tenant~~ ^{Or}, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the leased property untenable, in whole or in part, there shall be an abatement of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

12. INSURANCE: The Tenant shall before its occupancy of the demised property provide ~~the pay~~ ^{Or} for public liability insurance for the operation and maintenance of the leased premises, at its own cost and expense, and Landlord shall be named insured. The Landlord at its own cost and expense, shall provide for public liability insurance on the outside premises upon which the Customer Service is located and which will be used by Tenant's customers.

13. ASSIGNMENT: Without the previous written consent of the Landlord, neither the Tenant, nor the Tenant's legal representative or successors in interest by operation of law or otherwise, shall assign or mortgage this Lease, or sublet the whole or any part of the demised premises. Any consent by the Landlord to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Tenant, or the legal representatives or assigns of the Tenant, to obtain from the Landlord consent to any other subsequent assignment or subletting, or as modifying or limiting the rights of the Landlord under the foregoing covenant by the Tenant not to assign or sublet without such consent. Any violation of any provision of this Lease, whether by act or omission, by any assignee, sub-tenant, or under-tenant, shall be deemed a violation of such provision by the Tenant, it being the intention and of the parties hereto

* LANDLORD'S CONSENT (6) SHALL NOT BE UNREASONABLY WITHHELD. ^{Or}

that the Tenant shall assume and be liable to the Landlord for any and all acts and omissions of any and all assignees, sub-tenants and under-tenants. ~~If this Lease is assigned, the Landlord may and is hereby empowered to collect rent from the assignee.~~ ^{Or a} If the demised property or any part thereof be underlet or occupied by any person or corporation other than Tenant, the Landlord, in the event of the Tenant's default, may and is hereby empowered to collect rent from the assignee; if the demised premises or any part thereof be underlet or occupied by any person or corporation other than Tenant, the Landlord, in the event of the Tenant's default, may and is hereby empowered to collect rent from the under-tenant or occupant; in either of such events, the Landlord may apply the net amount received by it to the rent herein reserved, and no such collection shall be deemed a waiver of the covenant herein against assignment and under-letting, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of the Tenant from the further performance of the covenants herein contained on the part of the Tenant.

It is understood and agreed that any assignments of this Lease Agreement shall be subject to all of the terms and conditions hereof and shall in no way release any Tenant or any Tenant's assignee from the obligations and liabilities imposed upon it by the terms and conditions of the Lease Agreement; ^{*} provided, however, that the Landlord shall not unreasonably withhold consent to assignment by any Tenant hereunder.

14. LIENS: The Tenant shall not do or suffer anything to be done whereby the leased premises may be encumbered by any mechanics, laborers or materialmen's lien is filed against the leased premises or any part thereof purporting to be for labor or material furnished for or to the Tenant or upon the leased premises, discharge the same of record within ten (10) days after the date of filing. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit and, that no mechanics, laborers, or materialmen's lien or any other lien for such labor or materials shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the premises herein demised.

⁽⁷⁾
* Similarly, LANDLORD'S CONTRACTUAL OBLIGATIONS TO TENANT
OR WILL CONTINUE FOR THE BENEFIT OF TENANT'S ASSIGNEE,
SUB-TENANT AND UNDER-TENANT

The Landlord shall have the right to post or record notices of nonresponsibility for labor and materials furnished to the premises; however, failure by the Landlord to post or record such notice or record this Lease shall not be construed to be nor constitute a waiver of such nonresponsibility or approval by the Landlord of any such labor or materials nor subject the leased premises to such liens or make the Landlord liable therefore.

15. INDEMNITY: The Tenant ^{AND LANDLORD} shall indemnify ^{EACH OTHER} the Landlord ^{OR} against any expense, loss or liability paid, suffered or incurred as the result of any breach by the Tenant, ^{EACH OTHER, & EACH OTHER'S OR} Tenant's agents, servants, ^{OR} employees visitors or licensees of any covenant or condition of this lease, or as the result of ^{EACH OTHER'S OR} Tenant's use or occupancy of the demised premises, or the carelessness, negligence or improper conduct of the ^{EACH OTHER'S OR} Tenant, Tenant's agents, employees, patrons or licensees. The Tenant's liability under this Lease extends to the acts and omissions of any sub-tenant, and any agent, servant, employee, patron or licensees of any such sub-tenant. ^{Similarly, LANDLORD'S LIABILITY UNDER THIS LEASE EXTENDS TO ANY SUCCESSOR LANDLORD.}

16. MISCELLANEOUS: This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner than by an agreement in writing signed by all parties hereto or their respective successors in interest. The receipt of rent by the Landlord, with knowledge of any breach of this Lease by the Tenant or of any default on the part of the Tenant in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provisions of this Lease. No failure on the part of the Landlord ^{OR TENANT} to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Landlord, ^{OR TENANT} unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Landlord ^{OR TENANT} to enforce the same in the event of any subsequent breach or default. The receipt by the Landlord of any notice hereunder to effect such termination, shall not reinstate, continue or extend the term herein demised, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by the Landlord to the Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and

signed by the Landlord. ~~Neither~~ Acceptance of the keys ~~nor~~ any other act or thing done by the Landlord or any agent or employee during the term herein demised shall be deemed to be an acceptance of a surrender of said premises, ~~excepting only an agreement in writing signed by the Landlord accepting or agreeing to accept such surrender.~~ Any right herein granted to the Landlord ^{AS TENANT} to terminate this Lease shall apply to any extension or renewal of the term herein demised and the exercise of any such right on the part of the Tenant thereto.

~~The Tenant expressly waives either oral or written demand by the Landlord for termination of tenancy under this Lease Agreement as a result of Tenant's failure of default in the faithful keeping or performance of any of the terms, conditions or covenants to be performed by the said Tenant during the term of this Lease.~~

The term "Landlord" as used in this Lease means only the owner for the time being of the demised premises. ~~so that in the event of any sale the Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations if the Landlord hereunder and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser at any such sale, that the purchaser has assumed and agreed to carry out any~~ ^{CONTINUE TO BE RESPONSIBLE FOR} and all covenants and obligations of the Landlord hereunder. ^{IF DOES NOT}

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

Any notice or demand which, under the terms of this Lease or under any statute, must or may be given or made by the parties hereby shall be in writing and may be given or made by mailing the same by registered mail, addressed to the other party at the address agreed upon. However, either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in a United States general or branch post office, enclosed in a registered mail, prepaid, wrapper addressed as hereinabove provided. Until further notice, such agreed upon addresses are:

TENANT:
Witco

LANDLORD:
Sue B. Clements

8590

The covenants and agreements contained in the within Lease shall apply to, enure to the benefit of and be binding upon the parties hereto and upon their respective successors in interest and legal representatives, except as expressly otherwise hereinabove provided.

17. ABANDONMENT: Tenant shall not vacate or abandon the leased premises at any time during the term; and if Tenant does abandon, vacate, or surrender the leased premises, or is dispossessed by process of law, or otherwise, personal property belonging to Tenant and left on the leased premises may be kept for a reasonable time by the Landlord, but shall be removed by Tenant within fifteen (15) days after Landlord gives Tenant notice to remove that property from the leased premises, after which time if it has not been removed by Tenant, it may be treated by Landlord as abandoned.

18. ATTORNEYS' FEES: In the event that it becomes necessary for either party to employ an attorney for enforcing the terms of this Agreement or to protect the rights of either party hereunder, and such party is successful in any action in connection therewith, the other party agrees to pay to such party the reasonable attorneys' fees and costs incurred thereby.

19. QUIET ENJOYMENT: If and so long as the Tenant pays the rent reserved by this Lease and performs and observes all of the covenants and provisions hereof, the Tenant shall quietly enjoy the use of the demised premises, subject, however, to the terms of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day, month and year first above written.

LANDLORD: Sue B. Clements

BY: Sue B. Clements

TENANT: Witco Corp. - Golden Bear Division

BY: Donald E. Weinberg, VP & General Manager

(10) BY: D. Weinberg

**CENTURY CITY
NORTH**

8591

Leasing and Management Office
10100 Santa Monica Boulevard
Los Angeles, California 90067
(213) 552-0705
FAX (213) 284-8245

March 15, 1991

Mr. Donald Weinberg
Witco Corporation
10100 Santa Monica Blvd.
Suite 1460
Los Angeles, CA 90067

RE: Copy of Fully Executed Lease for:
Witco Corporation
10100 Santa Monica Blvd.
Suite 1470
Los Angeles, CA 90067

Dear Don:

As always, it has been a pleasure working with you, Mr. Golubock and your broker, Jeff Mintz of Travers Realty, on the above referenced lease. At Mr. Golubock's request I am enclosing a copy of the fully executed lease for your records and I am sending, via Airborne today, the original fully executed lease to Mr. Golubock in New York.

From previous conversations with Brian McNutt, I understand plans are complete and construction can commence now that the leases are fully executed. Michelle Hopkins, Building Manager, will be in touch with you to arrange a meeting to discuss the details, scheduling and coordination of your tenant improvements.

We wish you continued success with your business and we look forward to continuing our long term relationship with Witco Corporation.

Sincerely,
JMB PROPERTIES COMPANY

Marlyn A. Pauley
Marlyn A. Pauley
Leasing Representative

cc: Michelle Hopkins, Building Manager

JMB PROPERTIES COMPANY

Leasing and Management Office
10100 Santa Monica Boulevard
Los Angeles, California 90067
(213) 552-0705
FAX (213) 264-6265

September 24, 1990

Mr. Donald Weinberg
Witco Corporation
10100 Santa Monica Blvd.
Suite 1470
Los Angeles, CA 90067

Re: Tenant's Improvements in connection with Lease ("Lease") dated September 24, 1990 between JMB Income Properties, LTD.-VI, an Illinois limited partnership ("Landlord") and Witco Corporation, a Delaware corporation ("Tenant") for Suite 1470 at Century City North ("Premises").

Dear Mr. Weinberg:

This letter will serve to confirm our agreement with respect to certain improvements ("Work") to be made to the Premises by Landlord pursuant to the Work Agreement attached to the Lease.

Tenant agrees that (i) Landlord's contractors, agents and employees shall be permitted access to the Premises during the remainder of the term of Tenant's current lease ("Existing Lease") for the purpose of commencing the Work, (ii) that, in no event, will the performance of such Work give rise to a claim of actual or constructive eviction on the part of Tenant, and (iii) that in all cases Tenant shall continue to pay all rent and comply with all of Tenant's other obligations pursuant to the Existing Lease.

Landlord will use reasonable efforts to complete the Work by the Commencement Date under the Lease or within 90 days thereafter, subject to further delays beyond Landlord's reasonable control (as may be further described in the Lease); provided, notwithstanding anything to the contrary contained in the Lease, delays in the Work hereunder shall not postpone the commencement of Rent under any circumstances whether the delay is caused by Tenant or Tenant's contractors, agents or employees, or the delay is otherwise beyond Landlord's reasonable control (as may be further described in the Lease), or for any other reason whatsoever.

Mr. Donald Weinberg
Witco Corporation
September 24, 1990
Page 2 of 2

8593

Please confirm your agreement with the above by signing a copy of this letter.

Sincerely,

JMB Income Properties, Ltd.-VI,
an Illinois limited partnership

By: JMB Properties Company,
Agent

By: *James S. [Signature]*
Senior Executive Vice President

AGREED AND ACCEPTED

22 day of January, 1991
1990

TENANT: Witco Corporation
a Delaware Corporation

By: *[Signature]*

Name Typed: Harvey L. Golubock

Title: Group Vice President-Petroleum

8594

WITCO Corporation

520 Madison Avenue

New York, New York 10022-4236

Re: Base Rent Abatement

Lease Dated: September 24, 1990

Suite(s): -----1470-----

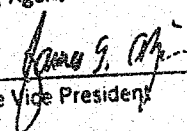
Century City North Building

Gentlemen:

This letter will confirm that, notwithstanding anything to the contrary contained in the above-referenced Lease, commencing with the 2nd full calendar month following the Commencement Date, monthly Base Rent shall be abated for a period of nineteen (19) months ("Abatement Period"). If the Abatement Period shall end other than on the last day of a calendar month, the rent abatement hereunder for such month shall be prorated on a per diem basis. If Tenant shall default under the Lease and fail to cure within the time permitted for cure thereunder, while the Abatement Period is still in effect, the Abatement Period shall thereupon terminate, and Tenant shall commence paying the Base Rent under the Lease. In addition, if Tenant shall default under the Lease at any time and fail to cure within the time permitted for cure thereunder, Tenant shall upon demand pay Landlord the amount of Base Rent theretofore abated, multiplied by a fraction, the numerator of which is the number of months then remaining in the initial Term at the time of the default, and the denominator of which is the total number of months in the initial Term (without limiting Landlord's other remedies).

LANDLORD: JMB INCOME PROPERTIES, LTD.-VI
an Illinois limited partnership

By: JMB Properties Company, Agent

By: 
Executive Vice President

TENANT: WITCO Corporation,
a Delaware Corporation

Accepted and Agreed

this 22 day of January, 1991

By: 

Name Typed: Harvey L. Golubock

Title: Group Vice President-Petroleum

OFFICE LEASE

THIS LEASE made as of the 24th day of September, 1990, between JMB Income Properties, Ltd.-VI
a(n) Illinois limited partnership
("Landlord") and WITCO Corporation
a(n) Delaware Corporation whose address is
Principally: 520 Madison Ave., New York, New York 10022-4236
("Tenant").

WITNESSETH:

ARTICLE 1

Premises and Term

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain space known as Suite(s) ---1470--- ("Premises") described or shown on Exhibit A attached hereto, in the building known as the ---Century City North--- ("Building") located at 10100 Santa Monica Blvd., Los Angeles, CA 90067 ("Property", as further described in Article 25), subject to the provisions herein contained. The term ("Term") of this Lease shall commence on the 1st day of March, 1991 ("Commencement Date"), and end on the 28 day of February, 192001 ("Expiration Date"), unless sooner terminated as provided herein. The Commencement Date shall be subject to adjustment as provided in Article 4. Landlord and Tenant agree that for purposes of this Lease the rentable area of the Premises is ---7,970--- square feet and the rentable area of the Property is ---695,657--- square feet.

ARTICLE 2

Base Rent

Tenant shall pay Landlord monthly Base Rent of Twenty thousand seven hundred twenty two dollars and 00/100 Dollars (\$20,722.00), in advance on or before the first day of each calendar month during the Term, except that Base Rent for the first full calendar month for which Base Rent shall be due, shall be paid when Tenant executes this Lease. If the Term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then the Base Rent for such month shall be prorated on the basis of 1/30th of the monthly Base Rent for each day of such month.

ARTICLE 3

Additional Rent

(A) Taxes. Tenant shall pay Landlord an amount equal to Tenant's Prorata Share of Taxes in excess of the amount of Taxes paid by Landlord during the calendar year ---1991--- ("Base Tax Year"). The terms "Taxes" and "Tenant's Prorata Share" shall have the meanings specified therefor in Article 25.

(B) Operating Expenses. Tenant shall pay Landlord an amount equal to Tenant's Prorata Share of Operating Expenses in excess of the amount of Operating Expenses paid by Landlord during the calendar year ---1991--- ("Base Expense Year"). The terms "Operating Expenses" and "Tenant's Prorata Share" shall have the meanings specified therefor in Article 25.

(C) CPI Escalations. If the CPI on any Adjustment Date shall be greater than the CPI for the Commencement Date, monthly Base Rent commencing on the Adjustment Date shall be adjusted by adding an amount (the "CPI Escalation Amount") equal to the product obtained by multiplying: (a) the monthly Base Rent, by (b) 65% of the percentage increase in the CPI from the Commencement Date through the Adjustment Date. "Adjustment Date" shall mean each January 1 during the Term. The term "CPI" shall have the meaning specified therefor in Article 25. Each Adjustment Date, the Base Rent shall not be increased by more than seven percent (7%) of the Base Rent in effect.

PLEASE
INITIAL

(D) Manner of Payment. CPI Escalation Amounts, Taxes, and Operating Expenses shall be paid in the following manner:

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(i) Landlord may reasonably estimate in advance the amounts Tenant shall owe for Taxes and Operating Expenses for any full or partial calendar year of the Term. In such event, Tenant shall pay such estimated amounts, on a monthly basis, on or before the first day of each calendar month, together with Tenant's payment of Base Rent. Such estimate may be reasonably adjusted from time to time by Landlord.

(ii) Within 120 days after the end of each calendar year, or as soon thereafter as practicable, Landlord shall provide a statement (the "Statement") to Tenant showing: (a) the amount of actual Taxes and Operating Expenses for such calendar year, with a listing of amounts for major categories of Operating Expenses, and such amounts for the Base Years, (b) any amount paid by Tenant towards Taxes and Operating Expenses during such calendar year on an estimated basis, (c) any revised estimate of Tenant's obligations for Taxes and Operating Expenses for the current calendar year, and (d) any increased CPI Escalation Amount.

(iii) If the Statement shows that Tenant's estimated payments were less than Tenant's actual obligations for Taxes and Operating Expenses for such year, Tenant shall pay the difference. If the Statement shows an increase in Tenant's estimated payments for the current calendar year, Tenant shall pay the difference between the new and former estimates, for the period from January 1 of the current calendar year through the month in which the Statement is sent. Tenant shall make such payments within thirty (30) days after Landlord sends the Statement.

(iv) If the Statement shows that Tenant's estimated payments exceeded Tenant's actual obligations for Taxes and Operating Expenses, Tenant shall receive a credit for the difference against payments of Rent next due. If the Term shall have expired and no further Rent shall be due, Tenant shall receive a refund of such difference, within thirty (30) days after Landlord sends the Statement.

(v) If the Statement shows an increased CPI Escalation Amount, Tenant shall pay the difference between the former CPI Escalation Amount and the increased CPI Escalation Amount for the period from January 1 of the year in which Landlord sends the Statement, through the month in which the Statement is sent, within thirty (30) days after Landlord sends the Statement. Tenant shall thereafter pay Base Rent, as increased by the CPI Escalation Amount set forth in the Statement.

(vi) So long as Tenant's obligations hereunder are not materially adversely affected thereby, Landlord reserves the right to reasonably change, from time to time, the manner or timing of the foregoing payments. In lieu of providing one Statement covering Taxes, Operating Expenses and CPI Escalation Amounts, Landlord may provide separate statements, at the same or different times. No delay by Landlord in providing the Statement (or separate statements) shall be deemed a default by Landlord or a waiver of Landlord's right to require payment of Tenant's obligations for actual or estimated Taxes or Operating Expenses, or CPI Escalation Amounts. In no event shall a decrease in Taxes or Operating Expenses below the Base Year amounts, or a decrease in the CPI, ever decrease the monthly Base Rent, or give rise to a credit in favor of Tenant.

(E) Proration. If the Term commences other than on January 1, or ends other than on December 31, Tenant's obligations to pay estimated and actual amounts towards Taxes and Operating Expenses for such first or final calendar years shall be prorated to reflect the portion of such years included in the Term. Such proration shall be made by multiplying the total estimated or actual (as the case may be) Taxes and Operating Expenses, for such calendar years, as well as the Base Year amounts, by a fraction, the numerator of which shall be the number of days of the Term during such calendar year, and the denominator of which shall be 365.

(F) Landlord's Records. Landlord shall maintain records respecting Taxes and Operating Expenses and determine the same in accordance with sound accounting and management practices, consistently applied. Although this Lease contemplates the computation of Taxes and Operating Expenses on a cash basis, Landlord shall make reasonable and appropriate accrual adjustments to ensure that each calendar year, including the Base Years, includes substantially the same recurring items. Landlord reserves the right to change to a full accrual system of accounting so long as the same is consistently applied and Tenant's obligations are not materially adversely affected. Tenant or its representative shall have the right to examine such records upon reasonable prior notice specifying such records Tenant desires to examine, during normal business hours at the place or places where such records are normally kept by sending such notice no later than forty-five (45) days following the furnishing of the Statement. Tenant may take exception to matters included in Taxes or Operating Expenses, or Landlord's computation of Tenant's Prorata Share of either, by sending notice specifying such exception and the reasons therefor to Landlord no later than thirty (30) days after Landlord makes such records available for examination. Such Statement shall be considered final, except as to matters to which exception is taken after examination of Landlord's records in the foregoing manner and within the foregoing times. Tenant acknowledges that Landlord's ability to budget and incur expenses depends on the finality of such Statement, and accordingly agrees that time is of the essence of this Paragraph. If Tenant takes exception to any matter contained in the Statement as provided herein, Landlord shall refer the matter to an independent certified public accountant, whose certification as to the proper amount shall be final and conclusive as between Landlord and Tenant. Tenant shall promptly pay the cost of such certification unless such certification determines that Tenant was overbilled by more than 2%. Pending resolution of any such exceptions in the foregoing manner, Tenant shall continue paying Tenant's Prorata Share of Taxes and Operating Expenses in the amounts determined by Landlord, subject to adjustment after any such exceptions are so resolved.

mutually agreed upon



(G) Rent and Other Charges. Base Rent, Taxes, Operating Expenses, CPI Escalation Amounts, and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease or other agreement entered in connection herewith, are sometimes herein referred to collectively as "Rent," and all remedies applicable to the non-payment of Rent shall be applicable thereto. Rent shall be paid at any office maintained by Landlord or its agent at the Property, or at such other place as Landlord may designate.

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ARTICLE 4

Commencement of Term

The Commencement Date set forth in Article 1 shall be delayed and Rent shall be abated to the extent that Landlord fails: (i) to substantially complete any improvements to the Premises required to be performed by Landlord under any separate agreement signed by both parties, or (ii) to deliver possession of the Premises for any other reason, including but not limited to holding over by prior occupants, except to the extent that Tenant, its contractors, agents or employees in any way contribute to either such failures. If Landlord so fails for a ninety (90) day initial grace period, or such additional time as may be necessary due to fire or other casualty, strikes, lock-outs or other labor troubles, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions of Tenant or other Persons, or other causes beyond Landlord's reasonable control, Tenant shall have the right to terminate this Lease by written notice to Landlord any time thereafter up until Landlord substantially completes any such improvements and delivers the Premises to Tenant. Any such delay in the Commencement Date shall not subject Landlord to liability for loss or damage resulting therefrom, and Tenant's sole recourse with respect thereto shall be the abatement of Rent and right to terminate this Lease described above. Upon any such termination, Landlord and Tenant shall be entirely relieved of their obligations hereunder, and any Security Deposit and Rent payments shall be returned to Tenant. If the Commencement Date is delayed, the Expiration Date shall not be similarly extended, unless Landlord shall so elect (in which case, the parties shall confirm the same in writing). During any period that Tenant shall be permitted to enter the Premises prior to the Commencement Date other than to occupy the same (e.g., to perform alterations or improvements), Tenant shall comply with all terms and provisions of this Lease, except those provisions requiring the payment of Rent. If Tenant shall be permitted to enter the Premises prior to the Commencement Date for the purpose of occupying the same, Rent shall commence on such date, and if Tenant shall commence occupying only a portion of the Premises prior to the Commencement Date, Rent shall be prorated based on the number of rentable square feet occupied by Tenant. Landlord shall permit early entry, provided the Premises are legally available and Landlord has completed any work required under this Lease or any separate agreement entered in connection herewith.

ARTICLE 5

Condition of Premises

Tenant has inspected the Premises, Property, Systems and Equipment (as defined in Article 25), or has had an opportunity to do so, and agrees to accept the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements except as expressly provided in any separate agreement that may be signed by the parties.

ARTICLE 6

Use and Rules

Tenant shall use the Premises for offices and no other purpose whatsoever, in compliance with all applicable Laws, and without disturbing or interfering with any other tenant or occupant of the Property. Tenant shall not use the Premises in any manner so as to cause a cancellation of Landlord's insurance policies, or an increase in the premiums thereunder. Tenant shall comply with all rules set forth in Rider One attached hereto (the "Rules"). Landlord shall have the right to reasonably amend such Rules and supplement the same with other reasonable Rules (not expressly inconsistent with this Lease) relating to the Property, or the promotion of safety, care, cleanliness or good order therein, and all such amendments or new Rules shall be binding upon Tenant after five (5) days notice thereof to Tenant. All Rules shall be applied on a non-discriminatory basis, but nothing herein shall be construed to give Tenant or any other Person (as defined in Article 25) any claim, demand or cause of action against Landlord arising out of the violation of such Rules by any other tenant, occupant, or visitor of the Property, or out of the enforcement or waiver of the Rules by Landlord in any particular instance.

ARTICLE 7

Services and Utilities

Landlord shall provide the following services and utilities (the cost of which shall be included in Operating Expenses unless otherwise stated herein or in any separate rider hereto):

(A) Electricity for standard office lighting fixtures, and equipment and accessories customary for offices (up to 280 hours per month) where: (1) the connected electrical load of all of the same does not exceed an average of 4 watts per square foot of the Premises (or such lesser amount as may be available, based on the safe and lawful capacity of the existing electrical circuit(s) and facilities serving the Premises), (2) the electricity will be at nominal 120 volts, single phase (or 110 volts, depending on available service in the Building), and (3) the safe and lawful capacity of the existing electrical circuit(s) serving the Premises is not exceeded.

(B) Heat and air-conditioning to provide a temperature required, in Landlord's reasonable opinion and in accordance with applicable law, for occupancy of the Premises under normal business operations, from 8:00 a.m. until 6:00 p.m. Monday through Friday, and from 9:00 a.m. until 1:00 p.m. on Saturday, except on Holidays (as defined in Article 25). Landlord shall not be responsible for inadequate air-conditioning or ventilation to the extent the same occurs because Tenant uses any item of equipment consuming more than 500 watts at rated capacity without providing adequate air-conditioning and ventilation therefor.

(C) Water for drinking, lavatory and toilet purposes at those points of supply provided for nonexclusive general use of other tenants at the Property.

(D) Customary office cleaning and trash removal service Monday through Friday or Sunday through Thursday in and about the Premises.

(E) Operatorless passenger elevator service (if the Property has such equipment serving the Premises) and freight elevator service (if the Property has such equipment serving the Premises, and subject to scheduling by Landlord) in common with Landlord and other tenants and their contractors, agents and visitors.

(F) Landlord shall seek to provide such extra utilities or services as Tenant may from time to time request, if the same are reasonable and feasible for Landlord to provide and do not involve modifications or additions to the Property or existing Systems and Equipment (as defined in Article 25), and if Landlord shall receive Tenant's request within a reasonable period prior to the time such extra utilities or services are required. Landlord may comply with written or oral requests by any officer or employee of Tenant, unless Tenant shall notify Landlord of, or Landlord shall request, the names of authorized individuals (up to 3 for each floor on which the Premises are located) and procedures for written requests. Tenant shall, for such extra utilities or services, pay such charges as Landlord shall from time to time reasonably establish. All charges for such extra utilities or services shall be due at the same time as the installment of Base Rent with which the same are billed, or if billed separately, shall be due within twenty (20) days after such billing.

Landlord may install and operate meters or any other reasonable system for monitoring or estimating any services or utilities used by Tenant in excess of those required to be provided by Landlord under this Article (including a system for Landlord's engineer to reasonably estimate any such excess usage). If such system indicates such excess services or utilities, Tenant shall pay Landlord's reasonable charges for installing and operating such system and any supplementary air-conditioning, ventilation, heat, electrical or other systems or equipment (or adjustments or modifications to the existing Systems and Equipment), and Landlord's reasonable charges for such amount of excess services or utilities used by Tenant.

Landlord does not warrant that any services or utilities will be free from shortages, failures, variations, or interruptions caused by repairs, maintenance, replacements, improvements, alterations, changes of service, strikes, lockouts, labor controversies, accidents, inability to obtain services, fuel, steam, water or supplies, governmental requirements or requests, or other causes beyond Landlord's reasonable control. None of the same shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease. Landlord in no event shall be liable for damages by reason of loss of profits, business interruption or other consequential damages.

ARTICLE 8

Alterations and Liens

Tenant shall make no additions, changes, alterations or improvements (the "Work") to the Premises or the Systems and Equipment (as defined in Article 25) pertaining to the Premises without the prior written consent of Landlord. Landlord may impose reasonable requirements as a condition of such consent including without limitation the submission of plans and specifications for Landlord's prior written approval, obtaining necessary permits, posting bonds, obtaining insurance, prior approval of contractors, subcontractors and suppliers, prior receipt of copies of all contracts and subcontracts, contractor and subcontractor lien waivers, affidavits listing all contractors, subcontractors and suppliers, use of union labor (if Landlord uses union labor), affidavits from engineers acceptable to Landlord stating that the Work will not adversely affect the Systems and Equipment or the structure of the Property, and requirements as to the manner and times in which such Work shall be done. All Work shall be performed in a good and workmanlike manner and all materials used shall be of a quality comparable to or better than those in the Premises and Property and shall be in accordance with plans and specifications approved by Landlord, and Landlord may require that all such Work be performed under Landlord's supervision. In all cases, Tenant shall pay Landlord a reasonable fee to cover Landlord's overhead in reviewing Tenant's plans and specifications and performing any supervision of the Work. If Landlord consents or supervises, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, and Landlord hereby expressly disclaims any responsibility or liability for the same. Landlord shall under no circumstances have any obligation to repair, maintain or replace any portion of the Work.

Tenant shall keep the Property and Premises free from any mechanic's, materialman's or similar liens or other such encumbrances in connection with any Work on or respecting the Premises not performed by or at the request of Landlord, and shall indemnify and hold Landlord harmless from and against any claims, liabilities, judgments, or costs (including attorneys' fees) arising out of the same or in connection therewith. Tenant shall give Landlord notice at least twenty (20) days prior to the commencement of any Work on the Premises (or such additional time as may be necessary under applicable Laws), to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days after written notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Property or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Property or Premises arising in connection with any Work on or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Property and Premises.

ARTICLE 9

Repairs

Except for customary cleaning and trash removal provided by Landlord under Article 7, and damage covered under Article 10, Tenant shall keep the Premises in good and sanitary condition, working order and repair (including without limitation, carpet, wall-covering, doors, plumbing and other fixtures, equipment, alterations and improvements whether installed by Landlord or Tenant). In the event that any repairs, maintenance or replacements are required, Tenant shall promptly arrange for the same either through Landlord for such reasonable charges as Landlord may from time to time establish, or such contractors as Landlord generally uses at the Property or such other contractors as Landlord shall first approve in writing, and in a first class, workmanlike manner approved by Landlord in advance in writing. If Tenant does not promptly make such arrangements, Landlord may, but need not, make such repairs, maintenance and replacements, and the costs paid or incurred by Landlord therefor shall be reimbursed by Tenant promptly after request by Landlord. Tenant shall indemnify Landlord and pay for any repairs, maintenance and replacements to areas of the Property outside the Premises, caused, in whole or in part, as a result of moving any furniture, fixtures, or other property to or from the Premises, or by Tenant or its employees, agents, contractors, or visitors (notwithstanding anything to the contrary contained in this Lease). Except as provided in the preceding sentence, or for damage covered under Article 10, Landlord shall keep the common areas of the Property in good and sanitary condition, working order and repair (the cost of which shall be included in Operating Expenses, as described in Article 25, except as limited therein).

ARTICLE 10

Casualty Damage

If the Premises or any common areas of the Property providing access thereto shall be damaged by fire or other casualty, Landlord shall use available insurance proceeds to restore the same. Such restoration shall be to substantially the condition prior to the casualty, except for modifications required by zoning and building codes and other Laws or by any Holder (as defined in Article 25), any other modifications to the common areas deemed desirable by Landlord (provided access to the Premises is not materially impaired), and except that Landlord shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures or equipment, or any alterations or improvements in excess of any work performed or paid for by Landlord under any separate agreement signed by the parties in connection herewith. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof. However, Landlord shall allow Tenant a proportionate abatement of Rent during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease and not occupied by Tenant as a result thereof (unless Tenant or its employees or agents caused the damage). Notwithstanding the foregoing to the contrary, Landlord may elect to terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of damage (such termination notice to include a termination date providing at least ninety (90) days for Tenant to vacate the Premises), if the Property shall be materially damaged by Tenant or its employees or agents, or if the Property shall be damaged by fire or other casualty or cause such that: (a) repairs to the Premises and access thereto cannot reasonably be completed within 120 days after the casualty without the payment of overtime or other premiums, (b) more than 25% of the Premises is affected by the damage, and fewer than 24 months remain in the Term, or any material damage occurs to the Premises during the last 12 months of the Term, (c) any Holder (as defined in Article 25) shall require that the insurance proceeds or any portion thereof be used to retire the Mortgage debt (or shall terminate the ground lease, as the case may be), or the damage is not fully covered by Landlord's insurance policies, or (d) the cost of the repairs, alterations, restoration or improvement work would exceed 15% of the replacement value of the Building, or the nature of such work would make termination of this Lease necessary or convenient. Tenant agrees that Landlord's obligation to restore, and the abatement of Rent provided herein, shall be Tenant's sole recourse in the event of such damage, and waives any other rights Tenant may have under any applicable Law to terminate the Lease by reason of damage to the Premises or Property, including all rights under California Civil Code, Sections 1932(2), 1933(4), and 1942, as the same may be modified or replaced hereafter. Tenant acknowledges that this Article represents the entire agreement between the parties respecting damage to the Premises or Property.



Tenant shall maintain during the Term comprehensive (or commercial) general liability insurance, with limits of not less than \$1,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) for any one occurrence. Tenant shall also maintain during the Term worker compensation insurance as required by statute, and primary, noncontributory, "all-risk" property damage insurance covering Tenant's personal property, business records, fixtures and equipment, for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, explosion, business interruption, and other insurable risks in amounts not less than the full insurable replacement value of such property and full insurable value of such other interests of Tenant (subject to reasonable deductible amounts). Landlord shall, as part of Operating Expenses, maintain during the Term comprehensive (or commercial) general liability insurance, with limits of not less than \$1,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) for any one occurrence. Landlord shall also, as part of Operating Expenses, maintain during the Term worker compensation insurance as required by statute, and primary, non-contributory, extended coverage or "all-risk" property damage insurance, in an amount equal to at least ninety percent (90%) of the full insurable replacement value of the Property (exclusive of the costs of excavation, foundations and footings, and such risks required to be covered by Tenant's insurance, and subject to reasonable deductible amounts), or such other amount necessary to prevent Landlord from being a co-insured, and such other coverage as Landlord shall deem appropriate or that may be required by any Holder (as defined in Article 25).

Tenant shall provide Landlord with certificates evidencing such coverage (and, with respect to liability coverage, showing Landlord and JMB Properties Company as additional insureds) prior to the Commencement Date, which shall state that such insurance coverage may not be changed or cancelled without at least twenty (20) days' prior written notice to Landlord, and shall provide renewal certificates to Landlord at least twenty (20) days prior to expiration of such policies. Landlord may periodically, but not more often than every five years, require that Tenant reasonably increase the aforementioned coverage. Except as provided to the contrary herein, any insurance carried by Landlord or Tenant shall be for the sole benefit of the party carrying such insurance. Any insurance policies hereunder may be "blanket policies." All insurance required hereunder shall be provided by responsible insurers and Tenant's insurer shall be reasonably acceptable to Landlord. By this Article, Landlord and Tenant intend that their respective property loss risks shall be borne by responsible insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right of the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that said waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

ARTICLE 12

Condemnation

If the whole or any material part of the Premises or Property shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises or Property, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days notice, provided such notice is given no later than 180 days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. Tenant shall have reciprocal termination rights if the whole or any material part of the Premises is permanently taken, or if access to the Premises is permanently materially impaired. Landlord shall be entitled to receive the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Term, and for moving expenses (so long as such claim does not diminish the award available to Landlord or any Holder, and such claim is payable separately to Tenant). All Rent shall be apportioned as of the date of such termination, or the date of such taking, whichever shall first occur. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated.

ARTICLE 13

Return of Possession

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall surrender possession of the Premises in the condition required under Article 9, ordinary wear and tear excepted, and shall surrender all keys, any key cards, and any parking stickers or cards, to Landlord, and advise Landlord as to the combination of any locks or vaults then remaining in the Premises, and shall remove all trade fixtures and personal property. All improvements,

fixtures and other items in or upon the Premises (except trade fixtures and personal property belonging to Tenant), whether installed by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant. However, if prior to such termination or within ten (10) days thereafter Landlord so directs by notice, Tenant shall promptly remove such of the foregoing items as are designated in such notice and restore the Premises to the condition prior to the installation of such items; provided, Landlord shall not require removal of customary office improvements installed pursuant to any separate agreement signed by both parties in connection with entering this Lease (except as expressly provided to the contrary therein), or installed by Tenant with Landlord's written approval (except as expressly required by Landlord in connection with granting such approval). If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord pursuant to any provisions of this Lease or any Law may be handled or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after expiration or earlier termination of this Lease or Tenant's right to possession, shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. Unless prohibited by applicable Law, Landlord shall have a lien against such property for the costs incurred in removing and storing the same.

ARTICLE 14

Holding Over

Unless Landlord expressly agrees otherwise in writing, Tenant shall pay Landlord 150% of the amount of Rent then applicable prorated on per diem basis for each day Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. The foregoing provisions shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain bound to comply with all provisions of this Lease until Tenant vacates the Premises, and shall be subject to the provisions of Article 13). Notwithstanding the foregoing to the contrary, at any time before or after expiration or earlier termination of the Lease, Landlord may serve notice advising Tenant of the amount of Rent and other terms required, should Tenant desire to enter a month-to-month tenancy (and if Tenant shall hold over more than one full calendar month after such notice, Tenant shall thereafter be deemed a month-to-month tenant, on the terms and provisions of this Lease then in effect, as modified by Landlord's notice, and except that Tenant shall not be entitled to any renewal or expansion rights contained in this Lease or any amendments hereto).

ARTICLE 15

No Waiver

No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Landlord's consent or approval respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining Landlord's consent or approval respecting any subsequent action. Acceptance of Rent by Landlord shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. The acceptance of Rent or of the performance of any other term or provision from any Person other than Tenant, including any Transferee, shall not constitute a waiver of Landlord's right to approve any Transfer.

ARTICLE 16

Attorneys' Fees and Jury Trial

In the event of any litigation between the parties, the prevailing party shall be entitled to obtain, as part of the judgment, all reasonable attorneys' fees, costs and expenses incurred in connection with such litigation, except as may be limited by applicable Law. In the interest of obtaining a speedier and less costly hearing of any dispute, the parties hereby each irrevocably waive the right to trial by jury.

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Personal Property Taxes, Rent Taxes and Other Taxes

Tenant shall pay prior to delinquency all taxes, charges or other governmental impositions assessed against or levied upon Tenant's fixtures, furnishings, equipment and personal property located in the Premises, and any Work to the Premises under Article 8. Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord. In the event any such items shall be assessed and billed with the property of Landlord, Tenant shall pay Landlord its share of such taxes, charges or other governmental impositions within thirty (30) days after Landlord delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to Tenant's property. Tenant shall pay any rent tax or sales tax, service tax, transfer tax or value added tax, or any other applicable tax on the Rent or services herein or otherwise respecting this Lease.

ARTICLE 18**Reasonable Approvals**

Whenever Landlord's approval or consent is expressly required under this Lease (including Article 21) or any other agreement between the parties, Landlord shall not unreasonably withhold or delay such approval or consent (reasonableness shall be a condition to Landlord's enforcement of such consent or approval requirement, and not a covenant), except for matters affecting the structure, safety or security of the Property, or the appearance of the Property from any common or public areas.

ARTICLE 19**Subordination, Attornment and Mortgages Protection**

This Lease is subject and subordinate to all Mortgages (as defined in Article 25) now or hereafter placed upon the Property, and all other encumbrances and matters of public record applicable to the Property. If any foreclosure proceedings are initiated by any Holder or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Holder or any purchaser at foreclosure sale, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment (provided such Holder or purchaser shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant does not default and fail to cure within the time permitted hereunder). However, in the event of attornment, no Holder shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Holder becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Holder, or (iii) bound by any future modification of this Lease not consented to by such Holder. Any Holder (as defined in Article 25) may elect to make this Lease prior to the lien of its Mortgage, by written notice to Tenant, and if the Holder of any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage. Tenant agrees to give any Holder by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the address of such Holder. Tenant further agrees that if Landlord shall have failed to cure such default within the times permitted Landlord for cure under this Lease, any such Holder whose address has been provided to Tenant shall have an additional period of thirty (30) days in which to cure (or such additional time as may be required due to causes beyond such Holder's control, including time to obtain possession of the Property by power of sale or judicial action). Tenant shall execute such documentation as Landlord may reasonably request from time to time, in order to confirm the matters set forth in this Article in recordable

provided this Lease shall only be subordinate to Mortgages entered after the date of this Lease, if the Holders thereof agree to recognize this Lease, and not disturb Tenant's occupancy hereunder (so long as Tenant does not commit an uncured Default hereunder).

ARTICLE 20**Estoppel Certificate**

Tenant shall from time to time, within twenty (20) days after written request from Landlord, execute, acknowledge and deliver a statement (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the ground therefor) and any dates to which the Rent has been paid in advance, and the amount of any Security Deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective Holders, insurance carriers, auditors, and prospective purchasers. Any such statement may be relied upon by any such parties. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein.

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(A) **Transfers.** Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, as further described below: (i) assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (ii) sublet the Premises or any part thereof, or (iii) permit the use of the Premises by any Persons (as defined in Article 25) other than Tenant and its employees (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any Person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"). If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice shall include: (a) the proposed effective date (which shall not be less than 30 nor more than 180 days after Tenant's notice), (b) the portion of the Premises to be Transferred (herein called the "Subject Space"), (c) the terms of the proposed Transfer and the consideration therefor, the name and address of the proposed Transferee, and a copy of all documentation pertaining to the proposed Transfer, and (d) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and any other information to enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Any Transfer made without complying with this Article shall, at Landlord's option, be null, void and of no effect, or shall constitute a Default under this Lease. Whether or not Landlord shall grant consent, Tenant shall pay \$300.00 towards Landlord's review and processing expenses, as well as any reasonable legal fees incurred by Landlord, within thirty (30) days after written request by Landlord.

(B) **Approval.** Landlord will not unreasonably withhold its consent (as provided in Article 18) to any proposed Transfer of the Subject Space to the Transferee on the terms specified in Tenant's notice. The parties hereby agree that it shall be reasonable under this Lease and under any applicable Law for Landlord to withhold consent to any proposed Transfer where one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (i) the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Property, or would be a significantly less prestigious occupant of the Property than Tenant; (ii) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease, (iii) the Subject Space is not regular in shape with appropriate means of ingress and egress suitable for normal renting purposes, (iv) the Transferee is either a government (or agency or instrumentality thereof) or an occupant of the Property, (v) the proposed Transferee does not have a reasonable financial condition in relation to the obligations to be assumed in connection with the Transfer, or (vi) Tenant has committed and failed to cure a Default at the time Tenant requests consent to the proposed Transfer.

(C) **Transfer Premium.** If Landlord consents to a Transfer, and as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay Landlord fifty percent (50%) of any Transfer Premium derived by Tenant from such Transfer. "Transfer Premium" shall mean all rent, additional rent or other consideration paid by such Transferee in excess of the Rent payable by Tenant under this Lease (on a monthly basis during the Term, and on a per rentable square foot basis, if less than all of the Premises is transferred), after deducting the reasonable expenses incurred by Tenant for any changes, alterations and improvements to the Premises, any other economic concessions or services provided to the Transferee, and any customary brokerage commissions paid in connection with the Transfer. If part of the consideration for such Transfer shall be payable other than in cash, Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord. The percentage of the Transfer Premium due Landlord hereunder shall be paid within ten (10) days after Tenant receives any Transfer Premium from the Transferee.

~~(D) **Recapture.** Notwithstanding anything to the contrary contained in this Article, Landlord shall have the option, by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice of any proposed Transfer, to recapture the Subject Space. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in Tenant's notice as the effective date of the proposed Transfer (or at Landlord's option, shall cause the Transfer to be made to Landlord or its agent, in which case the parties shall execute the Transfer documentation promptly thereafter). If this Lease shall be cancelled with respect to less than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same.~~

(E) **Terms of Consent.** If Landlord consents to a Transfer: (a) the terms and conditions of this Lease, including among other things, Tenant's liability for the Subject Space, shall in no way be deemed to have been waived or modified, (b) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (c) no Transferee shall succeed to any rights provided in this Lease or any amendment hereto to extend the Term of this Lease, expand the Premises, or lease additional space, any such rights being deemed personal to Tenant, (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, and (e) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall within thirty (30) days after demand pay the deficiency, and if understated by more than 2%, Tenant shall pay Landlord's costs of such audit. Any sublease hereunder shall be subordinate and subject to the provisions of this

* Note to subparagraph (A) of Article 21, above: Landlord's fee for legal, review, and processing expenses and charges shall not exceed \$1,000.00 unless Landlord has provided reasonable explanation for, and Tenant has given Landlord its advance approval of, such excess.

** Tenant shall have the absolute right to assign the Lease to its successor in interest without obtaining Landlord's prior consent and without being responsible for paying any Transfer Premium or any legal or reviewing fees only in the event that a controlling interest in the stock of Witco Corporation is sold or assigned to such successor and provided that such successor is at least as credit worthy as Witco Corporation.

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Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) treat such sublease as cancelled and repossess the Subject Space by any lawful means, or (ii) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If Tenant shall Default and fail to cure within the time permitted for cure under Article 23(A), Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such Default is cured.

(F) **Certain Transfers.** For purposes of this Lease, the term "Transfer" shall also include (a) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, within a twelve month period, or the dissolution of the partnership, and (b) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the dissolution, merger, consolidation or other reorganization of Tenant, or within a twelve month period: (i) the sale or other transfer of more than an aggregate of 50% of the voting shares of Tenant (other than to immediate family members by reason of gift or death) or (ii) the sale, mortgage, hypothecation or pledge of more than an aggregate of 50% of Tenant's net assets.

ARTICLE 22

Rights Reserved By Landlord

Except to the extent expressly limited herein, Landlord reserves full rights to control the Property (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights:

(A) To change the name or street address of the Property; install and maintain signs on the exterior and interior of the Property; retain at all times, and use in appropriate instances, keys to all doors within and into the Premises; grant to any Person the right to conduct any business or render any service at the Property, whether or not it is the same or similar to the use permitted Tenant by this Lease; and have access for Landlord and other tenants of the Property to any mail chutes located on the Premises according to the rules of the United States Postal Service.

(B) To enter the Premises at reasonable hours for reasonable purposes, including inspection and supplying cleaning service or other services to be provided Tenant hereunder, to show the Premises to current and prospective mortgage lenders, ground lessors, insurers, and prospective purchasers, tenants and brokers, at reasonable hours, and if Tenant shall abandon the Premises at any time, or shall vacate the same during the last 3 months of the Term, to decorate, remodel, repair, or alter the Premises.

(C) To limit or prevent access to the Property, shut down elevator service, activate elevator emergency controls, or otherwise take such action or preventative measures deemed necessary by Landlord for the safety of tenants or other occupants of the Property or the protection of the Property and other property located thereon or therein, in case of fire, invasion, insurrection, riot, civil disorder, public excitement or other dangerous condition, or threat thereof.

(D) To decorate and to make alterations, additions and improvements, structural or otherwise, in or to the Property or any part thereof, and any adjacent building, structure, parking facility, land, street or alley (including without limitation changes and reductions in corridors, lobbies, parking facilities and other public areas and the installation of kiosks, planters, sculptures, displays, escalators, mezzanines, and other structures, facilities, amenities and features therein, and changes for the purpose of connection with or entrance into or use of the Property in conjunction with any adjoining or adjacent building or buildings, now existing or hereafter constructed). In connection with such matters, or with any other repairs, maintenance, improvements or alterations, in or about the Property, Landlord may erect scaffolding and other structures reasonably required, and during such operations may enter upon the Premises and take into and upon or through the Premises, all materials required to make such repairs, maintenance, alterations or improvements, and may close public entry ways, other public areas, restrooms, stairways or corridors.

(E) To substitute for the Premises other premises (herein referred to as the "new premises") at the Property, or another comparable building, provided: (i) the new premises shall be similar to the Premises in area, (ii) Landlord shall give Tenant at least thirty (30) days' written notice before making such change, and the parties shall execute an amendment to the Lease confirming the change within thirty (30) days after either party shall request the same; and (iii) if Tenant shall already have taken possession of the Premises: (a) Landlord shall pay the direct, out-of-pocket, reasonable expenses of Tenant in moving from the Premises to the new premises and improving the new premises so that they are substantially similar to the Premises, and, (b) such move shall be made during evenings, weekends, or otherwise so as to incur the least inconvenience to Tenant.

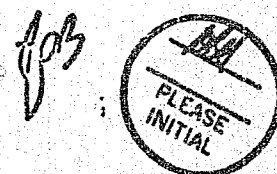
In connection with entering the Premises to exercise any of the foregoing rights, Landlord shall: (a) provide reasonable advance written or oral notice to Tenant's on-site manager or other appropriate person (except in emergencies, or for routine cleaning or other routine matters), and (b) take reasonable steps to minimize any interference with Tenant's business.

(A) **Default.** The occurrence of any one or more of the following events shall constitute a "Default" by Tenant, which if not cured within any applicable time permitted for cure below, shall give rise to Landlord's remedies set forth in Paragraph (B), below: (i) failure by Tenant to make when due any payment of Rent, unless such failure is cured within ten (10) days after notice; (ii) failure by Tenant to observe or perform any of the terms or conditions of this Lease to be observed or performed by Tenant other than the payment of Rent, or as provided below, unless such failure is cured within thirty (30) days after notice, or such shorter period expressly provided elsewhere in this Lease (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure within such period and thereafter reasonably seeks to cure such failure to completion); (iii) failure by Tenant to comply with the Rules, unless such failure is cured within five (5) days after notice (provided, if the nature of Tenant's failure is such that more than five (5) days are reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure within such period and thereafter reasonably seeks to cure such failure to completion); ~~(iv) vacation of all or a substantial portion of the Premises for more than thirty (30) consecutive days, or the failure to take possession of the Premises within sixty (60) days after the Commencement Date;~~ (v) (a) making by Tenant or any guarantor of this Lease ("Guarantor") of any general assignment for the benefit of creditors, (b) filing by or against Tenant or any Guarantor of a petition to have Tenant or such Guarantor adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within sixty (60) days), (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's or any Guarantor's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts, or (f) Tenant's or any Guarantor's insolvency or admission of an inability to pay its debts as they mature; (vi) any material misrepresentation herein, or material misrepresentation or omission in any financial statements or other materials provided by Tenant or any Guarantor in connection with negotiating or entering this Lease or in connection with any Transfer under Article 21; (vii) cancellation of any guaranty of this Lease by any Guarantor; (viii) failure by Tenant to cure within any applicable times permitted thereunder any default under any other lease for space at the Property or any other buildings owned or managed by Landlord or its affiliates, now or hereafter entered by Tenant (and any Default hereunder not cured within the times permitted for cure herein shall, at Landlord's election, constitute a default under any such other lease or leases). Failure by Tenant to comply with the same term or condition of this Lease on three occasions during any twelve month period shall cause any failure to comply with such term or condition during the succeeding twelve month period, at Landlord's option, to constitute an incurable Default, if Landlord has given Tenant notice of each such failure within ten (10) days after each such failure occurs. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law.

(B) **Remedies.** If Tenant commits a Default and fails to cure within the time permitted for cure under Article 23(A), in addition to any other right or remedy allowed under any Law or other provision of this Lease (all of which remedies shall be distinct, separate and cumulative), Landlord may terminate this Lease, repossess the Premises by detainer suit, summary proceedings, or other lawful means, and recover as damages a sum of money equal to: (a) the worth at the time of award of the unpaid Rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of the award exceeds the amount of such Rent loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves can reasonably be avoided; and (d) any other amounts necessary to compensate Landlord for all detriment or damages proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course would be likely to result therefrom, including without limitation all Costs of Reletting (as defined in Paragraph F). For purposes of computing the amount of Rent herein that would have accrued after the time of award, Tenant's Prorata Share of Taxes and Operating Expenses, and CPI Escalation Amounts, shall be projected, based upon the average rate of increase, if any, in such items from the Commencement Date through the time of award. The "worth at the time of award" of the amounts referred to in clauses (a) and (b) shall be computed by allowing interest at the Default Rate (as defined in Article 25). The "worth at the time of award" of the amount referred to in clause (c) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award ~~plus one percent (1%)~~.

(C) **Mitigation of Damages.** If Landlord terminates this Lease or Tenant's right to possession, Landlord shall use reasonable efforts to mitigate Landlord's damages, and Tenant shall be entitled to submit proof of such failure to mitigate as a defense to Landlord's claims hereunder, if mitigation of damages by Landlord is required by applicable Law. If Landlord has not terminated this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate, may permit the Premises to remain vacant or abandoned, and shall have the remedies under California Civil Code, Section 1951.4, as the same may be modified or replaced hereafter; in such case, Tenant may seek to mitigate damages by attempting to sublease the Premises or assign this Lease (subject to Article 21).

(D) **Specific Performance and Collection of Rent.** Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Paragraph (B), above or any Law or other provision of this Lease), without prior demand or notice except as required by applicable Law: (i) to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof, and (ii) to sue for and collect any unpaid Rent which has accrued.



(E) **Late Charges and Interest.** Tenant shall pay, as additional Rent, a service charge of Two Hundred Dollars (\$200.00) for bookkeeping and administrative expenses, if Rent is not received within five (5) days after its due date. In addition, any Rent paid more than five (5) days after due shall accrue interest from the due date at the Default Rate (as defined in Article 25), until payment is received by Landlord. Such service charge and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of remedies to which Landlord is entitled as a result of the late payment of Rent.

(F) **Certain Definitions.** "Net Re-Letting Proceeds" shall mean the total amount of rent and other consideration paid by any Replacement Tenants, less all Costs of Re-Letting, during a given period of time. "Costs of Re-Letting" shall include without limitation, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises, brokerage commissions, advertising costs, attorneys' fees, any customary free rent periods or credits, tenant improvement allowances, take-over lease obligations and other customary, necessary or appropriate economic incentives required to enter leases with Replacement Tenants, and costs of collecting rent from Replacement Tenants. "Replacement Tenants" shall mean any Persons (as defined in Article 25) to whom Landlord re-lets the Premises or any portion thereof pursuant to this Article.

(G) **Other Matters.** No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord or its agent to Tenant. To the fullest extent permitted by Law, all rent and other consideration paid by any Replacement Tenants shall be applied: first, to the Costs of Re-Letting, second, to the payment of any Rent theretofore accrued, and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). Rent shall be paid without any prior demand or notice therefor (except as expressly provided herein) and without any deduction, set-off or counterclaim, or relief from any valuation or appraisal laws. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of any Default by Tenant hereunder not cured within the times permitted hereunder. The times set forth herein for the curing of Defaults by Tenant are of the essence of this Lease. Tenant hereby irrevocably waives any right otherwise available under any Law to redeem or reinstate this Lease.

ARTICLE 24

Landlord's Right to Cure

If Landlord shall fail to perform any term or provision under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to any claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's failure is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter reasonably seeks to cure such failure to completion. The aforementioned periods of time permitted for Landlord to cure shall be extended for any period of time during which Landlord is delayed in, or prevented from, curing due to fire or other casualty, strikes, lock-outs or other labor troubles, shortages of equipment or materials, governmental requirements, power shortages or outages, acts or omissions by Tenant or other Persons, and other causes beyond Landlord's reasonable control. If Landlord shall fail to cure within the times permitted for cure herein, Landlord shall be subject to such remedies as may be available to Tenant (subject to the other provisions of this Lease); provided, in recognition that Landlord must receive timely payments of Rent and operate the Property, Tenant shall have no right of self-help to perform repairs or any other obligation of Landlord, and shall have no right to withhold, set-off, or abate Rent.

ARTICLE 25

Captions, Definitions and Severability

The captions of the Articles and Paragraphs of this Lease are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Lease shall be found invalid, void, illegal, or unenforceable with respect to any particular Person by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions hereof, or its enforceability with respect to any other Person, the parties hereto agreeing that they would have entered into the remaining portion of this Lease notwithstanding the omission of the portion or portions adjudged invalid, void, illegal, or unenforceable with respect to such Person.

(A) "Building" shall mean the structure identified in Article I of this Lease.

(B) "CPI" shall mean the Consumer Price Index for All Urban Consumers, All Items (Base year 1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (or if a separate index is published by the Bureau of Labor Statistics for a metropolitan area within 100 miles of the Property, then such metropolitan index).

If the Bureau of Labor Statistics substantially revises the manner in which the CPI is determined, an adjustment shall be made in the revised index which would produce results equivalent, as nearly as possible to those which would be obtained hereunder if the CPI were not so revised. If the 1982-1984 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, Landlord shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by a governmental agency, major bank, other financial institution, university or recognized financial publisher. If the CPI is available on a monthly (or alternating monthly) basis, the CPI for the months in which (or immediately preceding, as the case may be) the Commencement Date and Adjustment Date respectively occur shall be used.

(C) "Default Rate" shall mean eighteen percent (18%) per annum, or the highest rate permitted by applicable Law, whichever shall be less.

(D) "Holder" shall mean the holder of any Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lessor.

(E) "Holidays" shall mean all federally observed holidays, including New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, and to the extent of utilities or services provided by union members engaged at the Property, such other holidays observed by such unions.

(F) "Landlord" and "Tenant" shall be applicable to one or more Persons as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there be more than one, the obligations thereof shall be joint and several. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include Landlord's present and future partners, beneficiaries, trustees, officers, directors, employees, shareholders, principals, agents, affiliates, successors and assigns.

(G) "Law" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are considered binding precedents in the state in which the Property is located, and decisions of federal courts applying the Laws of such State.

(H) "Mortgage" shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Property or Building, or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.

(I) "Operating Expenses" shall mean all expenses, costs and amounts (other than Taxes) of every kind and nature which Landlord shall pay during any calendar year any portion of which occurs during the Term, because of or in connection with the ownership, management, repair, maintenance, restoration and operation of the Property, including without limitation, any amounts paid for: (a) utilities for the Property, including but not limited to electricity, power, gas, steam, oil or other fuel, water, sewer, lighting, heating, air conditioning and ventilating, (b) permits, licenses and certificates necessary to operate, manage and lease the Property, (c) insurance applicable to the Property, not limited to the amount of coverage Landlord is required to provide under this Lease, (d) supplies, tools, equipment and materials used in the operation, repair and maintenance of the Property, (e) accounting, legal, inspection, consulting, concierge and other services, (f) any equipment rental (or installment equipment purchase or equipment financing agreements), or management agreements (including the cost of any management fee actually paid thereunder and the fair rental value of any office space provided thereunder, up to customary and reasonable amounts), (g) wages, salaries and other compensation and benefits (including the fair value of any parking privileges provided) for all persons engaged in the operation, maintenance or security of the Property, and employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits, (h) payments under any easement, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs in any planned development, and (i) operation, repair, and maintenance of all Systems and Equipment and components thereof (including replacement of components), janitorial service, alarm and security service, window cleaning, trash removal, elevator maintenance, cleaning of walks, parking facilities and building walls, removal of ice and snow, replacement of wall and floor coverings, ceiling tiles and fixtures in lobbies, corridors, restrooms and other common or public areas or facilities, maintenance and replacement of shrubs, trees, grass, sod and other landscaped items, irrigation systems, drainage facilities, fences, curbs, and walkways, re-paving and re-striping parking facilities, and roof repairs. If the Property is not fully occupied during all or a portion of any calendar year, Landlord may, in accordance with sound accounting and management practices, determine the amount of variable Operating Expenses (i.e. those items which vary according to occupancy levels) that would have been paid had the Property been fully occupied, and the amount so determined shall be deemed to have been the amount of variable Operating Expenses for such year. If Landlord makes such an adjustment, Landlord shall make a comparable adjustment for the Base Expense Year. Notwithstanding the foregoing, Operating Expenses shall not, however, include:

(i) depreciation, interest and amortization on Mortgages, and other debt costs or ground lease payments, if any; legal fees in connection with leasing, tenant disputes or enforcement of leases; real estate brokers' leasing commissions; improvements or alterations to tenant spaces; the cost of providing any service directly to and paid directly by, any tenant; any costs expressly excluded from Operating Expenses elsewhere in this Lease; costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds to be deducted from Operating Expenses in the year in which received); and

(H) capital expenditures, except those: (a) made primarily to reduce Operating Expenses, or to comply with any Laws or other governmental requirements; or (b) for replacements (as opposed to additions or new improvements) of non-structural items located in the common areas of the Property required to keep such areas in good condition; provided, all such permitted capital expenditures (together with reasonable financing charges) shall be amortized for purposes of this Lease over the shorter of: (i) their useful lives, (ii) the period during which the reasonably estimated savings in Operating Expenses equals the expenditures, or (iii) three (3) years.

(J) "Person" shall mean an individual, trust, partnership, joint venture, association, corporation, and any other entity.

(K) "Property" shall mean the Building, and any common or public areas or facilities, easements, corridors, lobbies, sidewalks, loading areas, driveways, landscaped areas, skywalks, parking garages and lots, and any and all other structures or facilities operated or maintained in connection with or for the benefit of the Building, and all parcels or tracts of land on which all or any portion of the Building or any of the other foregoing items are located, and any fixtures, machinery, equipment, apparatus, Systems and Equipment, furniture and other personal property located thereon or therein and used in connection therewith, whether title is held by Landlord or its affiliates. Possession of areas necessary for utilities, services, safety and operation of the Property, including the Systems and Equipment (as defined in Article 25), fire stairways, perimeter walls, space between the finished ceiling of the Premises and the slab of the floor or roof of the Property thereabove, and the use thereof together with the right to install, maintain, operate, repair and replace the Systems and Equipment, including any of the same in, through, under or above the Premises in locations that will not materially interfere with Tenant's use of the Premises, are hereby excepted and reserved by Landlord, and not demised to Tenant. If the Building shall be part of a complex, development or group of buildings or structures collectively owned or managed by Landlord or its affiliates or collectively managed by Landlord's managing agent, the Property shall, at Landlord's option also be deemed to include such other of those buildings or structures as Landlord shall from time to time designate, and shall initially include such buildings and structures (and related facilities and parcels on which the same are located) as Landlord shall have incorporated by reference to the total square footage of the Property in Article 1.

(L) "Rent" shall have the meaning specified therefor in Article 3(G).

(M) "Systems and Equipment" shall mean any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply heat, ventilation, air conditioning and humidity or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life/safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment for the Property.

(N) "Taxes" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary (including without limitation, real estate taxes, general and special assessments, transit taxes, water and sewer rents, taxes based upon the receipt of rent including gross receipts or sales taxes applicable to the receipt of rent or service or value added taxes (unless required to be paid by Tenant under Article 17), personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, Systems and Equipment, appurtenances, furniture and other personal property used in connection with the Property which Landlord shall pay during any calendar year, any portion of which occurs during the Term (without regard to any different fiscal year used by such government or municipal authority) because of or in connection with the ownership, leasing and operation of the Property. Notwithstanding the foregoing, there shall be excluded from Taxes all excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Property). If the method of taxation of real estate prevailing at the time of execution hereof shall be, or has been altered, so as to cause the whole or any part of the taxes now, hereafter or heretofor levied, assessed or imposed on real estate to be levied, assessed or imposed on Landlord, wholly or partially, as a capital levy or otherwise, or on or measured by the rents received therefrom, then such new or altered taxes attributable to the Property shall be included within the term "Taxes," except that the same shall not include any enhancement of said tax attributable to other income of Landlord. Any expenses incurred by Landlord in attempting to protest, reduce or minimize Taxes shall be included in Taxes in the calendar year such expenses are paid. Tax refunds shall be deducted from Taxes in the year they are received by Landlord, but if such refund shall relate to taxes paid in a prior year of the Term, and the Lease shall have expired, Landlord shall mail Tenant's Prorata Share of such net refund (after deducting expenses and attorneys' fees), up to the amount Tenant paid towards Taxes during such year, to Tenant's last known address. If Taxes for the Base Tax Year are reduced as the result of protest, or by means of agreement, or as the result of legal proceedings or otherwise, Landlord may adjust Tenant's obligations for Taxes in all years following the Tax Base Year, and Tenant shall pay Landlord within 30 days after notice any additional amount required by such adjustment for any such years or portions thereof that have theretofor occurred. If Taxes for any period during the Term or any extension thereof, shall be increased after payment thereof by Landlord, for any reason including without limitation error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon demand Tenant's Prorata Share of such increased Taxes. Tenant shall pay increased Taxes whether Taxes are increased as a result of increases in the assessment or valuation of the Property (whether based on a sale, change in ownership or refinancing of the Property or otherwise), increases in the tax rates, reduction or elimination of any rollbacks or other deductions available under current law, scheduled reductions of any tax abatement, as a result of the elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. Notwithstanding the foregoing, if any Taxes shall be paid based on assessments or bills by a governmental or municipal authority using a fiscal year other than a calendar year, Landlord may elect to average the assessments or bills for the subject calendar year, based on the number of months of such calendar year included in each such assessment or bill.

(O) "Tenant's Prorata Share" of Taxes and Operating Expenses shall be the rentable area of the Premises divided by the rentable area of the Property on the last day of the calendar year for which Taxes or Operating Expenses are being determined, excluding any parking facilities. Tenant acknowledges that the "rentable area of the Premises" under this Lease includes the usable area, without deduction for columns or projections, multiplied by a load or conversion factor, to reflect a share of certain areas, which may include lobbies, corridors, mechanical, utility, janitorial, boiler and service rooms and closets, restrooms, and other public, common and service areas. Except as provided expressly to the contrary herein, the "rentable area of the Property" shall include all rentable area of all space leased or available for lease at the Property, which Landlord may reasonably re-determine from time to time, to reflect re-configurations, additions or modifications to the Property. If the Property or any development of which it is a part, shall contain non-office uses, Landlord shall have the right to determine in accordance with sound accounting and management principles, Tenant's Prorata Share of Taxes and Operating Expenses for only the office portion of the Property or of such development, in which event, Tenant's Prorata Share shall be based on the ratio of the rentable area of the Premises to the rentable area of such office portion. Similarly, if the Property shall contain tenants who do not participate in all or certain categories of Taxes or Operating Expenses on a prorata basis, Landlord may exclude the amount of Taxes or Operating Expenses, or such categories of the same, as the case may be, attributable to such tenants, and exclude the rentable area of their premises, in computing Tenant's Prorata Share. If the Property shall be part of or shall include a complex, development or group of buildings or structures collectively owned or managed by Landlord or its affiliates or collectively managed by Landlord's managing agent, Landlord may allocate Taxes and Operating Expenses within such complex, development or group, and between such buildings and structures and the parcels on which they are located, in accordance with sound accounting and management principles. In the alternative, Landlord shall have the right to determine, in accordance with sound accounting and management principles, Tenant's Prorata Share of Taxes and Operating Expenses based upon the totals of each of the same for all such buildings and structures, the land constituting parcels on which the same are located, and all related facilities, including common areas and easements, corridors, lobbies, sidewalks, elevators, loading areas, parking facilities and driveways and other appurtenances and public areas, in which event Tenant's Prorata Share shall be based on the ratio of the rentable area of the Premises to the rentable area of all such buildings.

ARTICLE 26

Conveyance by Landlord and Liability

In case Landlord or any successor owner of the Property or the Building shall convey or otherwise dispose of any portion thereof in which the Premises are located, to another Person (and nothing herein shall be construed to restrict or prevent such conveyance or disposition), such other Person shall thereupon be and become landlord hereunder and shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Landlord which first arise after the date of conveyance, including the return of any Security Deposit, and Tenant shall attorn to such other Person, and Landlord or such successor owner shall, from and after the date of conveyance, be free of all liabilities and obligations hereunder not then incurred. The liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration, or any other matter relating to the Property or the Premises, shall be limited to the interest of Landlord in the Property (and the rental proceeds thereof). Tenant agrees to look solely to Landlord's interest in the Property (and the rental proceeds thereof) for the recovery of any judgment against Landlord, and Landlord shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Article shall apply equally and inure to the benefit of Landlord's present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future general or limited partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust) have any liability for the performance of Landlord's obligations under this Lease. Notwithstanding the foregoing to the contrary, Landlord shall have personal liability for insured claims, beyond Landlord's interest in the Property (and rental proceeds thereof), to the extent of Landlord's liability insurance coverage available for such claims.

ARTICLE 27

Indemnification

Except to the extent arising from the intentional or grossly negligent acts of Landlord or Landlord's agents or employees, Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and attorneys' fees arising from or relating to any loss of life, damage or injury to person, property or business occurring in or from the Premises, or caused by or in connection with any violation of this Lease or use of the Premises or Property by, or any other act or omission of, Tenant, any other occupant of the Premises, or any of their respective agents, employees, contractors or guests. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with or arising out of any "Work" as described in Article 8, the installation, maintenance, use or removal of any "Lines" located in or serving the Premises as described in Article 29, and the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Material" as described in Article 30 (whether or not any of such matters shall have been theretofore approved by Landlord), except to the extent that any of the same arises from the intentional or grossly negligent acts of Landlord or Landlord's agents or employees.

ARTICLE 28

Safety and Security Devices, Services and Programs

The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of persons or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses, as further described in Article 11. Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord or required by Law.

ARTICLE 29

Communications and Computer Lines

Tenant may install, maintain, replace, remove or use any communications or computer wires, cables and related devices (collectively the "Lines") at the Property in or serving the Premises, provided: (a) Tenant shall obtain Landlord's prior written consent; use an experienced and qualified contractor approved in writing by Landlord, and comply with all of the other provisions of Article 8, (b) any such installation, maintenance, replacement, removal or use shall comply with all laws applicable thereto and good work practices, and shall not interfere with the use of any then existing Lines at the Property, (c) an acceptable number of spare Lines and space for additional Lines shall be maintained for existing and future occupants of the Property, as determined in Landlord's reasonable opinion, (d) if Tenant at any time uses any equipment that may create an electromagnetic field exceeding the normal insulation ratings of ordinary twisted pair riser cable or cause a radiation higher than normal background radiation, the Lines therefor (including riser cables) shall be appropriately insulated to prevent such excessive electromagnetic fields or radiation, (e) as a condition to permitting the installation of new Lines, Landlord may require that Tenant remove existing Lines located in or serving the Premises, (f) Tenant's rights shall be subject to the rights of any regulated telephone company, and (g) Tenant shall pay all costs in connection therewith. Landlord reserves the right to require that Tenant remove any Lines located in or serving the Premises which are installed in violation of these provisions, or which are at any time in violation of any Laws or represent a dangerous or potentially dangerous condition (whether such Lines were installed by Tenant or any other party), within three (3) days after written notice.

Landlord may (but shall not have the obligation to): (i) install new Lines at the Property (ii) create additional space for Lines at the Property, and (iii) reasonably direct, monitor and/or supervise the installation, maintenance, replacement and removal of, the allocation and periodic re-allocation of available space (if any) for, and the allocation of excess capacity (if any) on, any Lines now or hereafter installed at the Property by Landlord, Tenant or any other party (but Landlord shall have no right to monitor or control the information transmitted through such Lines). Such rights shall not be in limitation of other rights that may be available to Landlord by Law or otherwise. If Landlord exercises any such rights, Landlord may charge Tenant for the costs attributable to Tenant, or may include those costs and all other costs in Operating Expenses under Article 25 (including without limitation, costs for acquiring and installing Lines and risers to accommodate new Lines and spare Lines, any associated computerized system and software for maintaining records of Line connections, and the fees of any consulting engineers and other experts); provided, any capital expenditures included in Operating Expenses hereunder shall be amortized (together with reasonable finance charges) over the period of time prescribed by Article 25.

Notwithstanding anything to the contrary contained in Article 11, Landlord reserves the right to require that Tenant remove any or all Lines installed by or for Tenant within or serving the Premises upon termination of this Lease, provided Landlord notifies Tenant prior to or within thirty (30) days following such termination. Any Lines not required to be removed pursuant to this Article shall, at Landlord's option, become the property of Landlord (without payment by Landlord). If Tenant fails to remove such Lines as required by Landlord, or violates any other provision of this Article, Landlord may, after twenty (20) days written notice to Tenant, remove such Lines or remedy such other violation, at Tenant's expense (without limiting Landlord's other remedies available under this Lease or applicable Law). Tenant shall not, without the prior written consent of Landlord in each instance, grant to any third party a security interest or lien in or on the Lines, and any such security interest or lien granted without Landlord's written consent shall be null and void. Except to the extent arising from the intentional or negligent acts of Landlord or Landlord's agents or employees, Landlord shall have no liability for damages arising from, and Landlord does not warrant that the Tenant's use of any Lines will be free from the following (collectively called "Line Problems"): (x) any eavesdropping or wire-tapping by unauthorized parties, (y) any failure of any Lines to satisfy Tenant's requirements, or (z) any shortages, failures, variations, interruptions, disconnections, loss or damage caused by the installation, maintenance, replacement, use or removal of Lines by or for other tenants or occupants at the Property, by any failure of the environmental conditions or the power supply for the Property to conform to any requirements for the Lines or any associated equipment, or any other problems associated with any Lines by any other cause. Under no circumstances shall any Line Problems be deemed an actual or constructive eviction of Tenant, render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease. Landlord in no event shall be liable for damages by reason of loss of profits, business interruption or other consequential damage arising from any Line Problems.

Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any "Hazardous Material" (as defined below) upon or about the Property, nor permit Tenant's employees, agents, contractors, and other occupants of the Premises to engage in such activities upon or about the Property. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances customarily used in offices (or such other business or activity expressly permitted to be undertaken in the Premises under Article 6), provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with applicable Law and the manufacturers' instructions therefor, (b) such substances shall not be disposed of, released or discharged on the Property, and shall be transported to and from the Premises in compliance with all applicable Laws, and as Landlord shall reasonably require, (c) if any applicable Law or Landlord's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, Tenant shall make arrangements at Tenant's expense for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Premises, and (d) any remaining such substances shall be completely, properly and lawfully removed from the Property upon expiration or earlier termination of this Lease.

Tenant shall promptly notify Landlord of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party against Tenant or the Premises relating to any loss or injury resulting from any Hazardous Material, (iii) any release, discharge or nonroutine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Premises, and (iv) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a written list identifying any Hazardous Material then used, stored, or maintained upon the Premises, the use and approximate quantity of each such material, a copy of any material safety data sheet ("MSDS") issued by the manufacturer thereof, written information concerning the removal, transportation and disposal of the same, and such other information as Landlord may reasonably require or as may be required by Law. The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of an MSDS.

If any Hazardous Material is released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agents or contractors, on or about the Property in violation of the foregoing provisions, Tenant shall immediately, properly and in compliance with applicable Laws clean up and remove the Hazardous Material from the Property and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense. Such clean up and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Tenant shall fail to comply with the provisions of this Article within five (5) days after written notice by Landlord, or such shorter time as may be required by Law or in order to minimize any hazard to Persons or property, Landlord may (but shall not be obligated to) arrange for such compliance directly or as Tenant's agent through contractors or other parties selected by Landlord, at Tenant's expense (without limiting Landlord's other remedies under this Lease or applicable Law). If any Hazardous Material is released, discharged or disposed of on or about the Property and such release, discharge or disposal is not caused by Tenant or other occupants of the Premises, or their employees, agents or contractors, such release, discharge or disposal shall be deemed casualty damage under Article 10 to the extent that the Premises or common areas serving the Premises are affected thereby; in such case, Landlord and Tenant shall have the obligations and rights respecting such casualty damage provided under Article 10.

ARTICLE 31
Miscellaneous

(A) Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions of Article 21 respecting Transfers.

(B) Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant.

(C) This Lease shall be construed in accordance with the Laws of the state in which the Property is located.

(D) All obligations or rights of either party arising during or attributable to the period ending upon expiration or earlier termination of this Lease shall survive such expiration or earlier termination.

(E) Landlord agrees that, if Tenant timely pays the Rent and performs the terms and provisions hereunder, and subject to all other terms and provisions of this Lease, Tenant shall hold and enjoy the Premises during the Term, free of lawful claims by any Person acting by or through Landlord.

(F) This Lease does not grant any legal rights to "light and air" outside the Premises nor any particular view or cityscape visible from the Premises.

(G) If the Commencement Date is delayed in accordance with Article 4 for more than one year, Landlord may declare this Lease null and void, and if the Commencement Date is so delayed for more than seven years, this Lease shall thereupon become null and void without further action by either party.

ARTICLE 32

Offer

The submission and negotiation of this Lease shall not be deemed an offer to enter the same by Landlord, but the solicitation of such an offer by Tenant. Tenant agrees that its execution of this Lease constitutes a firm offer to enter the same which may not be withdrawn for a period of 30 days after delivery to Landlord (or such other period as may be expressly provided in any other agreement signed by the parties). During such period and in reliance on the foregoing, Landlord may, at Landlord's option (and shall, if required by applicable Law), deposit any security deposit and Rent, and proceed with any plans, specifications, alterations or improvements, and permit Tenant to enter the Premises, but such acts shall not be deemed an acceptance of Tenant's offer to enter this Lease, and such acceptance shall be evidenced only by Landlord signing and delivering this Lease to Tenant.

ARTICLE 33

Notices

Except as expressly provided to the contrary in this Lease, every notice or other communication to be given by either party to the other with respect hereto or to the Premises or Property, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by national air courier service, or United States certified mail, return receipt requested, postage prepaid, addressed, if to Tenant, at the address first set forth in the Lease, until the Commencement Date, and thereafter to the Tenant at the Premises, and if to Landlord, at the address at which the last payment of Rent was required to be made and to JMB Properties Company at 900 North Michigan Avenue, Chicago, Illinois, 60611, Attn: Legal Department, or such other address or addresses as Tenant or Landlord may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as of any earlier date evidenced by a receipt from such national air courier service or United States Postal Service) or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein.

ARTICLE 34

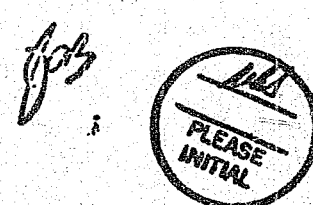
Real Estate Brokers

Tenant represents that Tenant has dealt only with JMB Properties Company and Travers Realty Corporation (whose commission, if any, shall be paid by Landlord pursuant to separate agreement) as broker, agent or finder in connection with this Lease and agrees to indemnify and hold Landlord harmless from all damages, judgments, liabilities and expenses (including reasonable attorneys' fees) arising from any claims or demands of any other broker, agent or finder with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation with Tenant of this Lease.

ARTICLE 35

Security Deposit

Tenant shall deposit with Landlord the amount of \$ 1000.00 ("Security Deposit"), upon Tenant's execution and submission of this Lease. The Security Deposit shall serve as security for the prompt, full and faithful performance by Tenant of the terms and provisions of this Lease. In the event that Tenant is in Default hereunder and fails to cure within any applicable time permitted under this Lease, or in the event that Tenant owes any amounts to Landlord upon the expiration of this Lease, Landlord may use or apply the whole or any part of the Security Deposit for the payment of Tenant's obligations hereunder. The use or application of the Security Deposit or any portion thereof shall not prevent Landlord from exercising any other right or remedy provided hereunder or under any Law and shall not be construed as liquidated damages. In the event the Security Deposit is reduced by such use or application, Tenant shall deposit with Landlord within ten (10) days after written notice, an amount sufficient to restore the full amount of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds or pay interest on the Security Deposit. Any remaining portion of the Security Deposit shall be returned to Tenant within sixty (60) days after Tenant has vacated the Premises in accordance with Article 13. If the Premises shall be expanded at any time, or if the Term shall be extended at an increased rate of Rent, the Security Deposit shall thereupon be proportionately increased.



This Lease, together with Riders One through Thirteen, and Exhibits A through N/A and the documents captioned
Work Agreement and Parking Agreement

(WHICH COLLECTIVELY ARE HEREBY INCORPORATED WHERE REFERRED TO HEREIN AND MADE A PART
HEREOF AS THOUGH FULLY SET FORTH), contains all the terms and provisions between Landlord and Tenant relating
to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same
shall be of any force or effect, except any such contemporaneous agreement specifically referring to and modifying this
Lease, signed by both parties. Without limitation as to the generality of the foregoing, Tenant hereby acknowledges and
agrees that Landlord's leasing agents and field personnel are only authorized to show the Premises and negotiate terms
and conditions for leases subject to Landlord's final approval, and are not authorized to make any agreements,
representations, understandings or obligations, binding upon Landlord, respecting the condition of the Premises or
Property, suitability of the same for Tenant's business, or any other matter, and no such agreements, representations,
understandings or obligations not expressly contained herein or in such contemporaneous agreement shall be of any force
or effect. Neither this Lease, nor any Riders or Exhibits referred to above may be modified, except in writing signed by
both parties.

WITNESSES: ATTESTATION

(Two for each signatory
required if Property is
in Florida or Ohio):

Dr. D. Dring (Pres. Sec.)
Sally A. Larsen

JMB Income Properties, Ltd.-VI, an
LANDLORD: Illinois limited partnership

BY: JMB Properties Company, Agent

By: James S. [Signature]
Senior Executive Vice President

Loria [Signature]
Bonnie J. Justice

WITCO Corporation, a
TENANT: Delaware Corporation

BY: [Signature]

NAME TYPED: Harvey L. Golubock

TITLE: Group Vice President-Petroleum

CERTIFICATE

(If Tenant is a Corporation)

I, JOSEPH RUSSO, Secretary of WITCO CORPORATION, Tenant, hereby certify that the
officer(s) executing the foregoing Lease on behalf of Tenant was/were duly authorized to act in his/their capacities
as SENIOR VICE PRESIDENT and _____, and his/their action(s) are the action of Tenant.

(Corporate Seal)

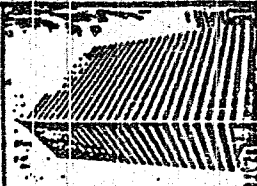
[Signature]
Secretary

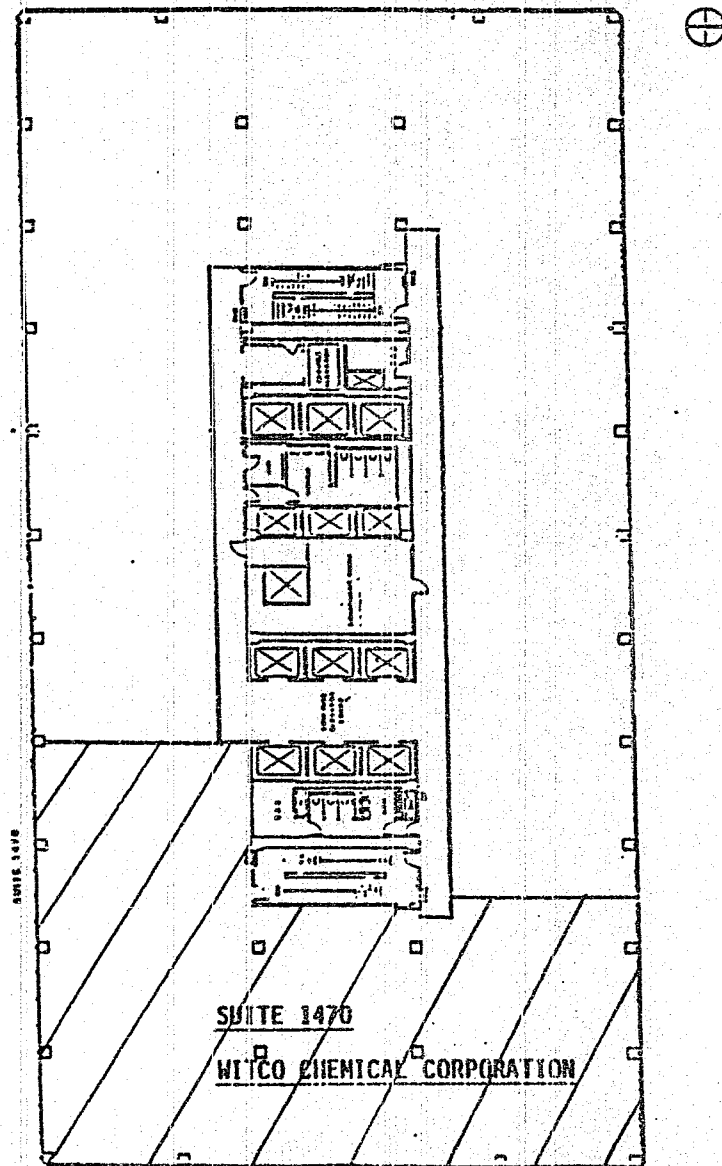
IF TENANT PAYS FOR ALL ELECTRICITY IN PREMISES, OR FOR SEPARATE HVAC, E.G. BASED
ON SUB-METERS, USE JMB RIDER 112, 112A OR 112B.

EXHIBIT A

(Floor plan(s) showing Premises cross-hatched)

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	EXHIBIT A	1000 SANTA MONICA BLVD. 1000 ALICIA, CA 94607	DATE FORGON
	DESCRIPTION OF PREMISES		



TENANT: WITCO Corporation
a Delaware Corporation

LOCATION: Fourteenth (14th) Floor,
Suite 1470

PREMISES: Approximately 7,970 rentable
square feet



(1) On Saturdays, Sundays and Holidays, and on other days between the hours of 6:00 P.M. and 8:00 A.M. the following day, or such other hours as Landlord shall determine from time to time, access to the Property and/or to the passageways, entrances, exits, shipping areas, halls, corridors, elevators or stairways and other areas in the Property may be restricted and access gained by use of a key to the outside doors of the Property, or pursuant to such security procedures Landlord may from time to time impose. All such areas, and all roofs, are not for use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Property and its tenants provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant deals in the normal course of Tenant's business unless such persons are engaged in activities which are illegal or violate these Rules. No Tenant and no employee or invitee of Tenant shall enter into areas reserved for the exclusive use of Landlord, its employees or invitees. Tenant shall keep doors to corridors and lobbies closed except when persons are entering or leaving.

(2) Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Property, or on any part of the inside of the Premises which can be seen from the outside of the Premises, without the prior consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as may be first approved by Landlord in writing. Landlord shall prescribe the suite number and identification sign for the Premises (which shall be prepared and installed by Landlord at Tenant's expense). Landlord reserves the right to remove at Tenant's expense all matter not so installed or approved without notice to Tenant.

(3) Tenant shall not in any manner use the name of the Property for any purpose other than that of the business address of the Tenant, or use any picture or likeness of the Property, in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material without Landlord's express consent in writing.

(4) Tenant shall not place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent, if any, that the character, shape, color, material and make thereof is first approved by the Landlord.

(5) Furniture, freight and other large or heavy articles, and all other deliveries may be brought into the Property only at times and in the manner designated by Landlord, and always at the Tenant's sole responsibility and risk. Landlord may impose reasonable charges for use of freight elevators after or before normal business hours. All damage done to the Property by moving or maintaining such furniture, freight or articles shall be repaired by Landlord at Tenant's expense. Landlord may inspect items brought into the Property or Premises with respect to weight or dangerous nature. Landlord may require that all furniture, equipment, cartons and similar articles removed from the Premises or the Property be listed and a removal permit therefor first be obtained from Landlord. Tenant shall not take or permit to be taken in or out of other entrances or elevators of the Property, any item normally taken, or which Landlord otherwise reasonably requires to be taken, in or out through service doors or on freight elevators. Tenant shall not allow anything to remain in or obstruct in any way, any lobby, corridor, sidewalk, passageway, entrance, exit, hall, stairway, shipping area, or other such area. Tenant shall move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all such items and waste (other than waste customarily removed by Property employees) that are at any time being taken from the Premises directly to the areas designated for disposal. Any hand-carts used at the Property shall have rubber wheels.

(6) Tenant shall not overload any floor or part thereof in the Premises, or Property, including any public corridors or elevators therein bringing in or removing any large or heavy articles, and Landlord may direct and control the location of safes and all other heavy articles and require supplementary supports at Tenant's expense of such material and dimensions as Landlord may deem necessary to properly distribute the weight.

(7) Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant. Tenant, upon termination of its tenancy, shall deliver to the Landlord all keys of offices, rooms and toilet rooms which have been furnished Tenant or which the Tenant shall have had made, and in the event of loss of any keys so furnished shall pay Landlord therefor.

(8) If Tenant desires signal, communication, alarm or other utility or similar service connections installed or changed, Tenant shall not install or change the same without the prior approval of Landlord, and then only under Landlord's direction at Tenant's expense. Tenant shall not install in the Premises any equipment which requires more electric current than Landlord is required to provide under this Lease, without Landlord's prior approval, and Tenant shall ascertain from Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Premises, taking into account the capacity of electric wiring in the Property and the Premises and the needs of tenants of the Property, and shall not in any event connect a greater load than such safe capacity.

(9) Tenant shall not obtain for use upon the Premises ice, drinking water, towel, janitor and other similar services, except from Persons approved by the Landlord. Any Person engaged by Tenant to provide janitor or other services shall be subject to direction by the manager or security personnel of the Property.

(10) The toilet rooms, urinals, wash bowls and other such apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this Rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.

(11) The janitorial closets, utility closets, telephone closets, broom closets, electrical closets, storage closets, and other such closets, rooms and areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by tenants, or their contractors, agents, employees, or other parties without Landlord's prior written consent.

(12) Landlord reserves the right to exclude or expel from the Property any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules. Tenant shall not at any time manufacture, sell, use or give away, any spirituous, fermented, intoxicating or alcoholic liquors on the Premises, nor permit any of the same to occur (except in connection with occasional social or business events conducted in the Premises which do not violate any Laws nor bother or annoy any other tenants). Tenant

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shall not at any time sell, purchase or give away, food in any form by or to any of Tenant's agents or employees or any other parties on the Premises, nor permit any of the same to occur (other than in lunch rooms or kitchens for employees as may be permitted or installed by Landlord, which does not violate any Laws or bother or annoy any other tenant).

(13) Tenant shall not make any room-to-room canvass to solicit business or information or to distribute any article or material to or from other tenants or occupants of the Property and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises specified in the Lease.

(14) Tenant shall not waste electricity, water, heat or air conditioning or other utilities or services, and agree to cooperate fully with Landlord to assure the most effective and energy efficient operation of the Property and shall not allow the adjustment (except by Landlord's authorized Property personnel) of any controls. Tenant shall keep corridor doors closed and shall not open any windows, except that if the air circulation shall not be in operation, windows which are operable may be opened with Landlord's consent. As a condition to claiming any deficiency in the air-conditioning or ventilation services provided by Landlord, Tenant shall close any blinds or drapes in the Premises to prevent or minimize direct sunlight.

(15) Tenant shall conduct no suction, fire or "going out of business sale" or bankruptcy sale in or from the Premises, and such prohibition shall apply to Tenant's creditors.

(16) Tenant shall cooperate and comply with any reasonable safety or security programs, including fire drills and air raid drills, and the appointment of "fire wardens" developed by Landlord for the Property, or required by Law. Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights and water faucets in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes).

(17) Tenant will comply with all municipal, county, state, federal or other government laws, statutes, codes, regulations and other requirements, including without limitation, environmental health, safety and police requirements and regulations respecting the Premises, now or hereinafter in force, at its sole cost, and will not use the Premises for any immoral purposes.

(18) Tenant shall not (i) carry on any business, activity or service except those ordinarily embraced within the permitted use of the Premises specified in the Lease and more particularly, but without limiting the generality of the foregoing, shall not (ii) install or operate any internal combustion engine, boiler, machinery, refrigerating, heating or air conditioning equipment in or about the Premises, (iii) use the Premises for housing, lodging or sleeping purposes or for the washing of clothes, (iv) place any radio or television antennas other than inside of the Premises, (v) operate or permit to be operated any musical or sound producing instrument or device which may be heard outside the Premises, (vi) use any source of power other than electricity, (vii) operate any electrical or other device from which may emanate electrical or other waves which may interfere with or impair radio, television, microwave, or other broadcasting or reception from or in the Property or elsewhere, (viii) bring or permit any bicycle or other vehicle, or dog (except in the company of a blind person or except where specifically permitted) or other animal or bird in the Property, (ix) make or permit objectionable noise or odor to emanate from the Premises, (x) do anything in or about the Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the Property, (xi) throw or permit to be thrown or dropped any article from any window or other opening in the Property, (xii) use or permit upon the Premises anything that will invalidate or increase the rate of insurance on any policies of insurance now or hereafter carried on the Property or violate the certificates of occupancy issued for the premises or the Property, (xiii) use the Premises for any purpose, or permit upon the Premises anything, that may be dangerous to persons or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials) nor (xiv) do or permit anything to be done upon the Premises in any way tending to disturb any other tenant at the Property or the occupants of neighboring property.

(19) If the Property shall now or hereafter contain a building garage, parking structure or other parking area or facility, the following Rules shall apply in such areas or facilities:

(i) Parking shall be available in areas designated generally for tenant parking, for such daily or monthly charges as Landlord may establish from time to time, or as may be provided in any Parking Agreement attached hereto (which, when signed by both parties as provided therein, shall thereupon become effective). In all cases, parking for Tenant and its employees and visitors shall be on a "first come, first served," unassigned basis, with Landlord and other tenants at the Property, and their employees and visitors, and other Persons (as defined in Article 25 of the Lease) to whom Landlord shall grant the right or who shall otherwise have the right to use the same, all subject to these Rules, as the same may be amended or supplemented, and applied on a non-discriminatory basis, all as further described in Article 6 of the Lease. Notwithstanding the foregoing to the contrary, Landlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped individuals, and other tenants, visitors of tenants or other Persons, and Tenant and its employees and visitors shall not park in any such assigned or reserved spaces. Landlord may restrict or prohibit full size vans and other large vehicles.

(ii) In case of any violation of these provisions, Landlord may refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the Property without liability whatsoever, at such violator's risk and expense. Landlord reserves the right to close all or a portion of the parking areas or facilities in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the same, or if required by casualty, strike, condemnation, act of God, Law or governmental requirement, or any other reason beyond Landlord's reasonable control. In the event access is denied for any reason, any monthly parking charges shall be abated to the extent access is denied, as Tenant's sole recourse. Tenant acknowledges that such parking areas or facilities may be operated by an independent contractor not affiliated with Landlord, and Tenant acknowledges that in such event, Landlord shall have no liability for claims arising through acts or omissions of such independent contractor, if such contractor is reputable.

(iii) Hours shall be 6 A.M. to 8 P.M., Monday through Friday, and 10:00 A.M. to 1:00 P.M. on Saturdays, or such other hours as may be reasonably established by Landlord or its parking operator from time to time; cars must be parked entirely within the stall lines, and only small cars may be parked in areas reserved for small cars; all directional signs and arrows must be observed; the speed limit shall be 5 miles per hour; spaces reserved for handicapped parking must be used only by vehicles properly designated; every parker is required to park and lock his own car; washing, waxing, cleaning or servicing of any vehicle is prohibited; parking spaces may be used only for parking automobiles; parking is prohibited in areas: (a) not striped or designated for parking, (b) aisles, (c) where "no parking" signs are posted, (d) on ramps, and (e) loading areas and other specially designated areas. Delivery trucks and vehicles shall use only those areas designated therefor.

RIDER TWO

As you are probably aware, many buildings constructed during the 20th Century through the mid to late 1970s, such as this property, utilized some degree of asbestos in the construction process; such practice was formerly a standard in the building trade. Asbestos is the commercial name for a naturally-occurring family of fibrous minerals which was used in building materials mainly as a fireproofing, reinforcing and insulating agent, and is typically encountered in wrapped heating system insulation, structural fire-proofing, acoustical ceilings, vinyl flooring and roofing felts. Asbestos was regularly used in many other building and non-building products as well. In fact, asbestos fibers are generally present in urban air and water.

Extensive governmental regulation of asbestos now exists, and proposals have been made for additional regulations. No federal laws, regulations or standards, however, require wholesale removal of asbestos from an occupied building. Indeed, the EPA has concluded that "The presence of asbestos in a building does not mean that the health of building occupants is endangered. If asbestos-containing material remains in good condition and is unlikely to be disturbed, exposure will be negligible." *Guidance for Controlling Asbestos—Containing Materials in Buildings* (EPA 560/3-85-024 June 1985), page 1-1. According to the experts, the health risks associated with asbestos arise only when and if fibers become airborne and are inhaled, for example, as a result of maintenance or repairs conducted without proper controls. When inhaled, asbestos fibers can cause certain diseases, including asbestosis, mesothelioma and lung cancer (and risks for smokers are dramatically compounded). The thrust of both current EPA and OSHA requirements and non-binding guidance is to identify the materials that are releasing or could release asbestos fibers into the air, implement proper response actions when such materials are located, maintain asbestos in good condition, and follow appropriate work practices when disturbance of asbestos is unavoidable.

It is the policy of the property owner to provide a healthy environment by repairing, removing or otherwise abating any damaged asbestos materials that pose a health risk, and by complying with all regulations concerning asbestos at the property and following procedures that will minimize or avoid disturbance of asbestos-containing materials ("ACM"). We have engaged a qualified asbestos consultant to survey the property for asbestos and assist in implementing an asbestos management plan which includes, among other things, periodic reinspection and surveillance, air monitoring, information and training programs for building engineering and maintenance staff, cleaning procedures, emergency fiber release procedures, work procedures and other measures to minimize potential fiber releases, as well as recordkeeping requirements.

Because any tenant alterations or other work at the property could disturb ACM and possibly release asbestos fibers into the air, we must require the property manager's written approval prior to beginning such projects. This includes major alterations, but might also include such activities as drilling or boring holes, installing electrical, telecommunications or computer lines, sanding floors, removing ceiling tiles, or other work which might disturb ACM. In many cases, such activities will not affect ACM, but you must check with the property manager in advance, just in case, and the property manager may make available such instructions as may be required. Any such work should not be attempted by an individual or contractor who is not qualified to handle ACM.

In connection with the foregoing, we are adopting the following new rules under tenant leases: (1) the owner, and representatives of the owner, including, without limitation, the owner's ACM consultant, are entitled to enter into the premises of any tenant to inspect for ACM, perform air tests and abatement which may be legally required or prudent, and otherwise to comply with legal requirements or recommended practices relating to ACM; (2) any tenant, contractor, or other party must obtain the property manager's prior written approval before performing any alterations on any tenant space, or performing any other work at the property that might disturb ACM or involve exposure to asbestos fibers as described above.

We trust that the implementation of the aforesaid requirements will not unduly inconvenience you. If you have any questions or concerns about asbestos, please contact the property manager. Thank you for your cooperation in this mutual endeavor.

Acknowledged Tenant:
Witco Corporation, a
Delaware corporation

By: Name Typed: Harvey L. GolubockTitle: Group Vice President-Petroleum

Landlord: JMB Income Properties, LTD.-VI,
an Illinois limited partnership
By: JMB Properties Company,
Agent

By: 

Senior Executive Vice President

8618

Required in California

JMB 180C (6/90)
Schedule A
Asbestos Notice
Asbestos Lease Rider

SCHEDULE A
TO
ASBESTOS LEASE RIDER OR NOTICE

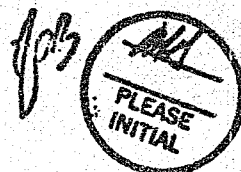
BUILDING: Century City North
BUILDING MANAGER: Michelle A. Smith
ADDRESS OF
MANAGER'S OFFICE: 10100 Santa Monica Blvd.
Suite 495
Los Angeles, California 90067
Telephone: (213) 552 - 0705

SPECIFIC LOCATIONS WHERE ACM (AS DEFINED IN THE FEDERAL STANDARDS, I.E. MATERIALS CONTAINING MORE THAN 1% ASBESTOS) IS PRESENT IN ANY QUANTITY:

1. Sprayed - on fireproofing on the structural steel and on the ceiling
above the suspended ceilings.

2. Floor tiles and adhesive.

ASBESTOS SURVEYS, AIR MONITORING RESULTS, AND THE BUILDING'S ASBESTOS MANAGEMENT PLAN ARE AVAILABLE THROUGH THE PROPERTY MANAGER DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY EXCEPT LEGAL HOLIDAYS.



RIDER Three

Tenant is hereby granted an option to extend the Term for a single additional period of Five (5) consecutive Lease Years ("Extension Period"), on the same terms and conditions in effect under the Lease immediately prior to the Extension Period, except that Tenant shall have no further right to extend, and monthly Base Rent shall be increased to the Prevailing Rental Rate, and Tenant shall have no further option to extend. The option to extend may be exercised only by giving Landlord irrevocable and unconditional written notice thereof no earlier than one year and no later than six months prior to the commencement of the Extension Period. Said exercise shall, at Landlord's election, be null and void if Tenant is in default under the Lease at the date of said notice or at any time thereafter and prior to commencement of the Extension Period. The term "Lease Year" herein means each twelve month annual period, commencing with the first day of the Extension Period, without regard to calendar years.

"Prevailing Rental Rate" means the average per square foot rental rate per month for all renewal leases for renewal periods approximately as long as the Extension Period, executed by tenants for similar uses and lengths of time for comparable space in the Building during the six (6) months immediately prior to the date upon which such Prevailing Rental Rate is to become effective, where such renewal rates were not set by the terms of such leases, subject to reasonable adjustments for comparable space on more or less desirable floors or areas of the Property. If no such comparable space has been renewed during such six (6) month period, the rental rates used for purposes of this provision shall be adjusted to the amounts Landlord would have used had leases for such comparable space been renewed. In all cases, such rates shall be determined without regard to any free rent periods, improvement allowances, take-over lease obligations, or other economic incentives; however, any such economic incentives generally provided by Landlord in such comparable renewal leases shall also be provided to Tenant. In addition, if such comparable leases include base years, stop levels, or other provisions respecting taxes or operating expenses, or include any other economic provisions, such as but not limited to consumer price provisions, utility reimbursements, or fixed rent increases, the same shall be included in Tenant's renewal terms.

If the parties are unable to agree on the Prevailing Rental Rate within sixty (60) days after the commencement of the Extension Period, either party may request that the Prevailing Rental Rate be determined by arbitration, under the Commercial Arbitration Rules of the American Arbitration Association then in effect. Such determination shall be final and binding upon the parties. In recognition that the Prevailing Rental Rate may not be determined until after the commencement of the Extension Period, Tenant shall pay, during the Extension Period until the Prevailing Rental Rate is determined, 110% of the amount of Rent then in effect (including Base Rent, and all other charges). Under no circumstances shall the Rent during the Extension Period ever be less than 110% of such amount of Rent then in effect, regardless of the Prevailing Rental Rate, as determined in accordance with the foregoing provisions. If the Prevailing Rental Rate is determined to be greater than such amount, Tenant shall pay Landlord, within thirty (30) days after written request therefor, the difference between the amount required by such determination of the Prevailing Rental Rate, and the amount of Rent theretofor paid by Tenant during the Extension Period.

If Tenant shall fail to exercise the option herein provided, said option shall terminate, and shall be null and void and of no further force and effect. Tenant's exercise of said option shall not operate to cure any default by Tenant of any of the terms or provisions in the Lease, nor to extinguish or impair any rights or remedies of Landlord arising by virtue of such default. If the Lease or Tenant's right to possession of the Premises shall terminate in any manner whatsoever before Tenant shall exercise the option herein provided, or if Tenant shall have subleased or assigned all or any portion of the Premises, then immediately upon such termination, sublease or assignment, the option herein granted to extend the Term, shall simultaneously terminate and become null and void. Such option is personal to Tenant. Under no circumstances whatsoever shall the assignee under a complete or partial assignment of the Lease, or a subtenant under a sublease of the Premises, have any right to exercise the option to extend granted herein. Time is of the essence of this provision.

JMB Income Properties, Ltd.-VI,
LANDLORD: an Illinois limited partnership

By: JMB Properties Company, Agent

Ely: James S. May

Executive Vice President

WITCO Corporation, a

TENANT: Delaware Corporation

By: [Signature]

Name Typed: Harvey L. Colubock

Title: Group Vice President-Petroleum

WORK AGREEMENT

THIS AGREEMENT made as of the 24th day of September, 19 90, between JMB Income Properties, Ltd.-VI, an Illinois limited partnership ("Landlord") and WTCO Corporation, a Delaware Corporation ("Tenant").

Reference is made to the lease or tenant expansion agreement dated September 24, 19 90 (the "Lease") for premises known as Suite(s) --147C-- (the "Premises"), located in the property known as --Century City North-- (the "Property").

I. The Work. The "Work" herein shall consist of the improvements shown on the plans ("Plans") referenced as follows, and any demolition or preparation work required in connection therewith:

Name of Architect or Space Planner: P. Patrick Murray, Inc.

Address of Architect or Space Planner: 1875 Century Park East, Suite 1130, Los Angeles, CA 90067

Caption of Plans: Space Study for WTCO Corporation

Number of Sheets: One (1)

Dates of Plans and Revisions: August 15, 1990 - Approved by Tenant August 17, 1990

II. Basic Agreement. On or before the Commencement Date under the Lease, Landlord shall substantially complete the Work as described above. However, Landlord shall not be responsible for delays caused by Tenant or Tenant's contractors, agents or employees and as further described in Section III, below and in Article 4 of the Lease.

Landlord shall bear the cost of the Plans (including any engineering reports, or other studies or tests in connection therewith, but excluding any furniture planning) and the cost of the Work (including the cost of building permits and sales tax) except as provided to the contrary herein.

III. Delays In Construction. The Commencement Date under the Lease shall be postponed for each day that Landlord fails to substantially complete the Work thereby as a result of strikes, acts of God, shortages of materials or labor, governmental approvals or requirements, the various causes set forth below, or any other causes beyond Landlord's reasonable control. In such case, the commencement of Rent shall be similarly postponed, except to the extent that delays occur as a result of one or more of the following (collectively called "Tenant Delays"):

- (a) Tenant's requests for changes to the Work or Change Orders under Section V, or otherwise,
- (b) Tenant's failure to furnish an amount equal to Landlord's reasonable estimate of Tenant's Cost (if any) within 10 days, as described in Section XIII (which shall give Landlord the absolute right to postpone the Work until such amount is furnished to Landlord),
- (c) any upgrades, special work or other non-building standard items, or items not customarily provided by Landlord to office tenants, to the extent that the same involve longer lead times, installation times, delays or difficulties in obtaining building permits, requirements for any governmental approval, permit or action beyond the issuance of normal building permits (as described in Section IV), or other delays not typically encountered in connection with Landlord's standard office improvements,
- (d) the performance by Tenant or Tenant's contractors, agents or employees of any work at or about the Premises or Property, or
- (e) any act or omission of Tenant or Tenant's contractors, agents or employees, or any breach by the Tenant of any provisions contained in this Agreement or in the Lease, or any failure of Tenant to cooperate with Landlord or otherwise act in good faith in order to cause the Work to be designed and performed in a timely manner.

IV. Governmental Approval of Plans. Landlord shall apply for any normal building permits required for the Work. If the Plans must be revised in order to obtain such building permits, Landlord shall promptly notify Tenant. In such case, Tenant shall promptly arrange for the Plans to be revised to satisfy the building permit requirements and shall submit the revised Plans to Landlord for approval as a Change Order under Section V. Landlord shall have no obligation to apply for any zoning, parking or sign code amendments, approvals, permits or variances, or any other governmental approval, permit or action (except normal building permits as described above). If any such other matters are required, Tenant shall promptly seek to satisfy such requirements or revise the Plans to eliminate such requirements. Delays in substantially completing the Work by the Commencement Date as a result of requirements for building permits or other governmental approvals, permits or actions shall affect the Commencement Date and commencement of Rent to the extent provided in Section III (except that any delays in obtaining normal building permits as a result of errors or omissions of any space planner or architect selected and regularly used by Landlord in preparing the Plans shall postpone the commencement of Rent to the extent that substantial completion of the Work is delayed thereby beyond the Commencement Date, and Tenant shall not be obligated to bear the cost of Plan revisions to correct the same, notwithstanding anything to the contrary contained in this Agreement).

JPB



V. Changes To Plans. If Tenant shall desire any changes, alterations, or additions to the Plans referenced above, Tenant shall submit a detailed written request or revised Plans (the "Change Order") to Landlord for approval. If reasonable and practicable and generally consistent with the Plans then/for approved, Landlord shall not unreasonably withhold approval, but all costs in connection therewith, including without limitation construction costs, permit fees, and any additional plans, drawings and engineering reports or opinions or other studies or tests, or revisions of such existing items, shall be paid for by Tenant as a Tenant's Cost under Section XIII, or as Landlord shall otherwise reasonably require.

VI. Completion.

A. Landlord shall be deemed to have "substantially completed" the Work for purposes hereof if Landlord has caused all of the Work to be completed substantially except for so-called "punchlist items," e.g. minor details of construction or decoration or mechanical adjustments which do not substantially interfere with Tenant's occupancy of the Premises, or Tenant's ability to complete any improvements to the Premises to be made by Tenant. If there is any dispute as to whether Landlord has substantially completed the Work, the good faith decision of Landlord's Space Planner shall be final and binding on the parties.

B. If Landlord notifies Tenant in writing that the Work is substantially completed, and Tenant fails to object thereto in writing within seven (7) days thereafter specifying in reasonable detail the items of work needed to be performed in order for substantial completion, Tenant shall be deemed conclusively to have agreed that the Work is substantially completed, for purposes of commencing the Commencement Date and Rent under the Lease.

C. Substantial completion shall not prejudice Tenant's rights to require full completion of any remaining items of Work. However, if Landlord notifies Tenant in writing that the Work is fully completed, and Tenant fails to object thereto in writing within fifteen (15) days thereafter specifying in reasonable detail the items of work needed to be completed and the nature of work needed to complete said items, Tenant shall be deemed conclusively to have accepted the Work as fully completed (or such portions thereof as to which Tenant has not so objected).

D. Landlord reserves the right to substitute comparable or better materials and items for those shown in the Plans, so long as they do not materially and adversely affect the appearance of the Premises.

VII. Work Performed by Tenant. Landlord, at Landlord's discretion, may permit Tenant and Tenant's agents and contractors to enter the Premises prior to completion of the Work in order to make the Premises ready for Tenant's use and occupancy. If Landlord permits such entry prior to completion of the Work, then such permission is conditioned upon Tenant and Tenant's agents, contractors, workmen, mechanics, suppliers and invitees working in harmony and not interfering with Landlord and Landlord's contractors in doing the Work or with other tenants and occupants of the Building. If at any time such entry shall cause or threaten to cause such disharmony or interference, Landlord shall have the right to withdraw such permission upon twenty-four (24) hours oral or written notice to Tenant. Tenant agrees that any such entry into the Premises shall be deemed to be under all of the terms, covenants, conditions and provisions of the Lease (including, without limitation, all insurance requirements), except as to the covenant to pay Rent thereunder, and further agrees that Landlord shall not be liable in any way for any injury, loss or damage which may occur to any items of work constructed by Tenant or to other property of Tenant that may be placed in the Premises prior to completion of the Work, the same being at Tenant's sole risk.

VIII. Signage. Landlord shall cause signage of building standard material and design to be placed on or adjacent to the door of the Premises and Tenant shall pay the cost thereof to Landlord upon demand. The amount due from Tenant therefor shall be deemed "Rent" under the Lease. Tenant shall promptly advise Landlord in writing of the name or names Tenant wishes for said signage. The content of all signage shall be subject to Landlord's prior approval.

IX. Liability. The parties acknowledge that Landlord is not an architect or engineer, and that the Work will be designed and performed by independent architects, engineers and contractors. Accordingly, Landlord does not guarantee or warrant that the Plans will be free from errors or omissions, nor that the Work will be free from defects, and Landlord shall have no liability therefor, provided that such architects, engineers and contractors are licensed and reputable (except as provided in Section IV). In the event of such errors, omissions, or defects, Landlord shall cooperate in any action Tenant desires to bring against such parties.

X. Taxes. Tenant shall pay prior to delinquency all taxes, charges or other governmental impositions (including without limitation, any real estate taxes or assessments, sales tax or value added tax) assessed against or levied upon Tenant's fixtures, furnishings, equipment and personal property located in the Premises and the Work to the Premises under this Agreement. Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord. In the event any such items shall be assessed and billed with the property of Landlord, Tenant shall pay its share of such taxes, charges or other governmental impositions to Landlord within thirty (30) days after Landlord delivers a statement and a copy of the assessment or other documentation showing the amount of such impositions applicable to Tenant.

XI. Incorporation into Lease; Default. THE PARTIES AGREE THAT THE PROVISIONS OF THIS WORK AGREEMENT ARE HEREBY INCORPORATED BY THIS REFERENCE INTO THE LEASE FULLY AS THOUGH SET FORTH THEREIN. In the event of any express inconsistencies between the Lease and this Work Agreement, the latter shall govern and control. Any default by a party hereunder shall constitute a default by that party under the Lease and said party shall be subject to the remedies and other provisions applicable thereto under the Lease.

XII. Upgrade or Special Work; Tenant's Cost.

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The parties acknowledge that Tenant has selected certain items included in the Work which are high quality or specialized for Tenant's use. Accordingly:

- (a) Tenant shall pay the full cost of those items listed in Exhibit N/A attached hereto, and in addition,
- (b) Tenant shall pay \$ --0-- towards the cost of the Work.

Any amounts that Tenant is required to pay under this Section or any other provision of this Agreement shall be referred to as "Tenant's Cost" herein. Tenant's Cost shall be deemed additional "Rent" under the Lease. Landlord may at any time reasonably estimate Tenant's Cost in advance, in which case, Tenant shall deposit such estimated amount with Landlord within 10 days after requested by Landlord. If such estimated amount exceeds the actual amount of Tenant's Cost, Tenant shall receive a refund of the difference, and if the actual amount shall exceed the estimated amount, Tenant shall pay the difference to Landlord within 10 days after requested by Landlord.

JMB Income Properties, Ltd.-VI, an
LANDLORD: Illinois limited partnership

By: JMB Properties Company, Agent

By: [Signature]
General Executive Vice President

TENANT: MTICO Corporation, a Delaware
Corporation
By: [Signature]

Name Typed: Harvey L. Golubock

Title: Group Vice President-Petroleum

PARKING AGREEMENT

THIS AGREEMENT made as of the 24th day of September, 1990 between JMB Income Properties, Ltd., an Illinois limited partnership ("Landlord") and WYCO Corporation, a Delaware Corporation ("Tenant").

1. The parties hereby acknowledge that they have heretofore entered, or are contemporaneously herewith entering, a certain lease dated September 24, 1990 (the "Lease") for premises known as Suite(s) --1470-- (the "Premises") located in the property known as --Century City North-- (the "Property"). In the event of any conflict between the Lease and this Agreement, the latter shall control.

2. Landlord hereby grants to Tenant and persons designated by Tenant a license to use eight (8) parking spaces in the Property Garage, and sixteen parking spaces in the Annex garage (collectively referred to herein as the "Garage"). The Term of such license shall commence on the Commencement Date under the Lease and shall continue until the earlier to occur of the Expiration Date under the Lease, or termination of the Lease or Tenant's abandonment of the Premises thereunder. During the Term of this license, Tenant shall pay Landlord the monthly charges established from time to time by Landlord for parking in the Garage, payable in advance, with Tenant's payment of monthly Base Rent. The initial charge for such spaces is \$ 22 per space, per month, or a total monthly charge of \$ 176, for all such spaces. No deductions from the monthly charge shall be made for days on which the Garage is not used by Tenant. However, Tenant may reduce the number of parking spaces hereunder, at any time, by providing at least thirty (30) days advance written notice to Landlord, accompanied by any key-card, sticker or other identification or entrance system provided by Landlord or its parking contractor; such cancellation shall be irrevocable. Tenant may, from time to time, request additional parking spaces, and if Landlord shall provide the same, such spaces shall be provided and used on a month-to-month basis, and otherwise on the foregoing terms and provisions, and such monthly parking charges as Landlord shall establish from time to time.

3. Tenant shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the Garage. Landlord reserves the right to adopt, modify and enforce reasonable Rules governing the use of the Garage from time to time, including any key-card, sticker or other identification or entrance system, and hours of operation. The Rules set forth hereinafter are currently in effect. Landlord may refuse to permit any person who violates such Rules to park in the Garage, and any violation of the Rules shall subject the car to removal from the Garage.

4. The parking spaces hereunder shall be provided on an unreserved "first-come, first-served" basis. Tenant acknowledges that Landlord has or may arrange for the Garage to be operated by an independent contractor, not affiliated with Landlord. In such event, Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of such independent contractor, if such contractor is reputable. Except for intentional acts or gross negligence, Landlord shall have no liability whatsoever for any damage to property or any other items located in the Garage, nor for any personal injuries or death arising out of any matter relating to the Garage, and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant's employees look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the Garage. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord or Landlord's agents. Landlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants or other parties, and Tenant and persons designated by Tenant hereunder shall not park in any such assigned or reserved spaces. Landlord also reserves the right to close all or any portion of the Garage in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the Garage, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Landlord's reasonable control. In such event, Landlord shall refund any prepaid parking rent hereunder, prorated on a per diem basis. If, for any other reason, Tenant or persons properly designated by Tenant, shall be denied access to the Garage, and Tenant or such persons shall have complied with this Agreement and this Agreement shall be in effect, Landlord's liability shall be limited to such parking charges (excluding tickets for parking violations) incurred by Tenant or such persons in utilizing alternative parking, which amount Landlord shall pay upon presentation of documentation supporting Tenant's claims in connection therewith.

5. If Tenant shall default under this Agreement, Landlord shall have the right to remove from the Garage any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such default, without liability therefor whatsoever. In addition, if Tenant shall default under this Agreement, Landlord shall have the right to cancel this Agreement on ten days' written notice, unless within such ten day period, Tenant cures such default. If Tenant defaults with respect to the same term or condition under this Agreement more than three times during any twelve month period, and Landlord notifies Tenant thereof promptly after each such default, the next default of such term or condition during the succeeding twelve month period, shall, at Landlord's election, constitute an incurable default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under the Lease (all of which rights and remedies under the Lease are hereby incorporated herein, as though fully set forth). Any default by Tenant under the Lease shall be a default under this Agreement, and any default under this Agreement shall be a default under the Lease.

*Included in the eight (8) parking spaces in the Property Garage, Landlord will grant Tenant the use of one (1) reserved parking space on the 'B' Level. "Reserved Parking" herein means parking for which Landlord provides signage (said signage to be at Tenant's sole cost and expense) designating such parking as "reserved; Landlord shall under no circumstances have any obligation to monitor or tow unauthorized vehicles.

**Current Building Prevailing Rates are \$110/single random space and \$198/reserved space. The Base Rental rates shall not be increased by more than five percent (5%) in any given year for the first three (3) years of the initial Lease term. Beginning with the thirty-sixth (36th) month, aforementioned parking rates shall revert to the Building Prevailing Rates in effect at that time and shall be subject to further adjustments as such rates change. Tenant will, however, be responsible for any taxes, fees, etc. imposed by any governmental agencies throughout the initial term of this Lease as well as any Options.

PLEASE
INITIAL

RULES

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- (i) Garage hours shall be 6 A.M. to 8 P.M. or such other hours as Landlord shall determine from time to time.
- (ii) Cars must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
- (iii) All directional signs and arrows must be observed.
- (iv) The speed limit shall be 5 miles per hour.
- (v) Spaces reserved for handicapped parking must be used only by vehicles properly designated.
- (vi) Parking is prohibited in all areas not expressly designated for parking, including without limitation:
 - (a) areas not striped for parking
 - (b) aisles
 - (c) where "no parking" signs are posted
 - (d) ramps
 - (e) loading zones
- (vii) Parking stickers, key cards or any other devices or forms of identification or entry supplied by Landlord shall remain the property of Landlord. Such devices must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void.
- (viii) Monthly fees shall be payable in advance prior to the first day of each month. Failure to do so will automatically cancel parking privileges and a charge at the prevailing daily parking rate will be due. No deductions or allowances from the monthly rate will be made for days on which the Garage is not used by Tenant or its designees.
- (ix) Garage managers or attendants are not authorized to make or allow any exceptions to these Rules.
- (x) Every parker is required to park and lock his own car.
- (xi) Loss or theft of parking identification, key cards or other such devices must be reported to Landlord or any garage manager immediately. Any parking devices reported lost or stolen found on any unauthorized car will be confiscated and illegal holder will be subject to prosecution. Lost or stolen devices found by Tenant or its employees must be reported to the office of the garage immediately.
- (xii) Washing, waxing, cleaning or servicing of any vehicle by the customer and/or his agents is prohibited. Parking spaces may be used only for parking automobiles.
- (xiii) By signing this Parking Agreement, Tenant agrees to acquaint all persons to whom Tenant assigns parking space of these Rules.

JMB Income Properties, Ltd.-VI, an
 LANDLORD: Illinois limited partnership

By: JMB Properties Company, Agent

By: James S. O'Neil
 Senior Executive Vice President

TENANT: WITCO Corporation,
a Delaware Corporation

By: [Signature]

Name Typed: Harvey L. Golubock

Title: Group Vice President-Petroleum

SCHEDULE I

LEGAL DESCRIPTION OF KLAMATH COUNTY, OREGON PROPERTY

A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Twp. 39 S., R. 9, E.W.M., more particularly described as follows:

Beginning at a point on the South right of way line of Hilyard Avenue, said point being South 89° 33' 35" East 932.35 feet and South 00° 26' 25" West 30.00 feet from the Northwest corner of said Section 10; thence South 00° 26' 25" West 907.89 feet to the Northerly line of that tract of land described in Deed Vol. 286, page 306, as recorded in the Klamath County Deed Records; thence East along said Northerly line 350.00 feet, more or less, to the Westerly right of way line of the Burlington Northern Railroad spur; thence Northerly along the said Westerly right of way line to the Southerly right of way line of said Hilyard Avenue; thence North 89° 33' 35" West 300.41 feet to the point of beginning, containing 6.8 acres, more or less.

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Faxon
of March A.D., 19 98 at 3:43 o'clock P. M., and duly recorded in Vol. M98
of Deeds on Page 8555

FEE \$380.00

By Bernetha G. Letsch, County Clerk
Kardum Rosa