

budget, setting forth a forecast of Gross Revenues and Operating Expenses and capital costs and expenses for the immediately succeeding calendar quarter.

All costs and expenses incurred in the preparation of these financial statements, other than computer fees, shall be borne by Company out of its own funds and shall not be or be deemed to be Operating Expenses. Owner may at its election require a certified audit of the books, records, accounting statements and operation of the Property to be prepared by a certified public accountant designated by Owner. The cost of such an audit shall be paid by Owner; provided, however, that if the Gross Revenues or Operating Expenses as determined by such an audit vary by three percent (3%) or more from the most recent comparable statement submitted to Owner by Company, Company shall bear the cost of the certified audit.

#### ARTICLE X

##### TENANT LEASES

Each Tenant Lease shall conform to certain Tenant Lease Standards agreed upon from time to time between Owner and Company.

#### ARTICLE XI

##### DEFAULT BY COMPANY

##### Section 11.01 Default by Company; Remedies of Owner.

In the event that Company commits a "material" default under the terms and provisions of the Agreement, and such default is not a result of Owner's failure to comply with the terms and provisions thereof and to perform the obligations of Owner thereunder, Owner shall have the right, upon giving Company one hundred and fifty (150) days prior written notice specifying such default, during which period Company shall have the right to cure the same and thereby avoid the exercise of any such right by Owner, to either (i) deduct or offset the costs, expenses or damages incurred or suffered by Owner by reason of such "material" default from or against any amounts thereafter payable to the Company under the Agreement including the Periodic Management Fee and Incentive Management Fee or (ii) terminate the Agreement; it being understood