

LEASE

BETWEEN

**THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
("LANDLORD")**

AND

**RADIOSHACK CORPORATION
("TENANT")**

BASIC LEASE TERMS

Date of Lease: JUNE 4, 2001

Landlord: Board of Education of the City of Chicago, a body politic and corporate
125 South Clark Street
Chicago, Illinois 60603

Tenant: RadioShack Corporation, a Delaware Corporation,
Real Estate Department
300 West 3d Street, Suite 700
Ft. Worth, Texas 76102

Location of Premises: RadioShack Store #01-6290
Commercial Space, Suite A-8
125 South Clark Street
Chicago, Illinois 60603

Lease Term: May 1, 2001 to March 31, 2011

Base Rent: (See Attached Rent Schedule and Section 2.01)

Security Deposit: None

Gross Leasable Area of the Building: The Gross Leasable Area of the Building is 507,910 square feet. The Gross Leasable Area (G.L.A.) of the Building shall be defined as all leasable areas within the Building intended for the exclusive use of individual occupants. No area of any other occupant's premises has been, nor shall be, deleted from the above G.L.A. Tenant shall be notified in writing, at the time of billing, of any change in the G.L.A. of the Building.

Tenant's Proportionate Share: Tenant's Proportionate Share shall be the quotient obtained by dividing the Leasable Area of the Premises by the Gross Leasable Area of the Building.

THIS LEASE MADE AND ENTERED INTO THIS 4th day of June 2001, by and between the **Board of Education of the City of Chicago** ("Landlord") and **RadioShack Corporation** ("Tenant").

ARTICLE 1 - GRANT AND TERM

SECTION 1.01 PREMISES OR LEASED PREMISES. In consideration of the rent, terms, covenants, conditions and agreements to be performed and reserved by Tenant, as hereinafter set forth, Landlord leases to Tenant, and Tenant rents from Landlord the Premises described as Space A-8 currently consisting of 2511 square feet, inclusive of the recapture space as described below, known as Radio Shack Store #01-6290, plus storage space as determined hereafter, located within the 125 South Clark Street Building (the "Building").

SECTION 1.02 USE OF COMMON AREAS. Use by Tenant of the Premises shall include use, in common with all other tenants, their employees, agents, and customers, of lobbies, arcades, loading facilities, sidewalks, and other common areas and facilities designated by Landlord, including the use of the Marquette Building Lobby for ingress and egress, subject to the provisions of Section 5.01 and the reasonable and non-discriminatory regulations imposed by Landlord and owners of the adjoining building. Landlord shall maintain the common areas in accordance with applicable laws and regulations and in accordance with Section 5 hereof.

SECTION 1.03 LEASE TERM. Except as otherwise provided in this Lease, the Lease Term shall be for the period described above. Wherever in the Lease "Term" or "Lease Term" is used, unless otherwise expressly stated herein, it shall be deemed to include the initial term and any renewals, extensions, options or modifications to the Lease. The term "Lease Year" shall be defined as the 12 month period commencing May 1, 2001, and beginning May 1 each year thereafter. Any payment made by Tenant during a year in which the Lease commences or terminates shall be prorated according to the number of days in such year based upon a 365 day year.

ARTICLE II - RENT

SECTION 2.01 BASE RENT. Tenant shall continue to pay to Landlord the Base Rent in the sum of \$10,149.00 per month through April 30, 2001. Effective May 1, 2001, Tenant agrees to pay to Landlord Base Rent in the sum of \$10,462.50 per month, based upon \$50.00 times 2,511 square feet of the Premises, through the Recapture Date, as hereinafter defined. Tenant agrees that Landlord shall recapture 308 square feet of the Premises described as the "Recapture Space" shown of Exhibit A, resulting in a new square footage of 2,203 square feet of Leasable Space commencing on the date Tenant surrenders said 308 square feet to Landlord (the "Recapture Date"). Commencing on the Recapture Date and continuing through April 30, 2006, Tenant shall pay to Landlord as Base Rent the sum of \$9,147.17 per month based upon \$50.00 times 2,203 square feet of Leasable Area of the Leased Premises, subject to adjustment after the remeasure described below. Base Rent for the period

commencing May 1, 2006, shall be based on \$60.00 per square foot of Leasable Area of the Leased Premises and the actual square footage shall be based upon the remeasure as set forth below.

SECTION 2.02 REMEASURE OF THE LEASED PREMISES. Upon the completion of Landlord's work, Tenant shall, at Tenant's expense, have its architect recalculate the Leasable Area of the Leased premises. Tenant shall submit such recalculations to Landlord for Landlord's approval, which shall not be unreasonably withheld or delayed, and the Base Rent (\$50.00 per square foot) and all additional charges based on the Leasable Area of Leased Premises shall be proportionately adjusted to reflect Tenant's actual Leasable Area. The Leasable Area of the Leases Premises shall be determined by measuring from the exterior surface of exterior walls (and extensions thereof, in the case of openings) and from the center line of demising party walls, all of which form the perimeter of the Leased Premises.

SECTION 2.03 OPERATING COSTS.

A. Operating Costs shall expressly exclude the following: administrative overhead, including but not limited to, management fees; administrative fees; legal fees; auditing fees and/or accounting fees; consulting fees; and capital expenditures.

B. For the purpose of computing Tenant's Proportionate Share, the Operating Expenses for the Common Areas of the Building s of the year 2000 shall be the base amount of Operating Expenses. If during any subsequent year, the Operating Expenses exceed the aforesaid base amount, Tenant shall pay annually to Landlord, within thirty (30) days after receipt of a bill from Landlord and an itemized statement listing the elements comprising the total actual Operating Expenses incurred by Landlord during the previous year, Tenant's Proportionate Share of such increase in Operating Expenses. Any such payment made during the final Lease Year shall be prorated based on a 365 day year.

C. Within one (1) year after the expiration of the Lease Term, Tenant or its authorized agent shall have the right upon five (5) days prior notice to Landlord, to inspect, at Landlord's main accounting offices, Landlord's books and records regarding any expenses paid by Tenant to Landlord during the Lease Term. Landlord agrees to maintain said books and records at its main accounting offices for a minimum of one (1) year following the expiration of each accounting year to which said books and records pertain. If Tenant's audit discloses that Landlord has overstated Tenant's expenses, then Landlord shall pay or give credit for any refund due Tenant within twenty (20) days after Tenant's request and upon approval by the Landlord.

SECTION 2.04 REAL ESTATE TAXES.

A. Tenant shall pay to Landlord each month, as additional rent, an amount equal to a proportion of the Building's real estate taxes for the month, based upon the ratio of the rentable square

feet of the Premises, to the total square feet of all rentable commercial area existing in the Building. Real estate taxes due and payable in each calendar year shall be attributable to that calendar year and shall be allocated equally among the months in that calendar year.

B. For the purpose of computing Tenant's Proportionate Share, the Real Estate Taxes assessed upon the Building land and improvements as of the real estate tax year 2000 shall be the base amount of Real Estate Taxes upon the Building. If during any subsequent real estate tax year, the Real Estate Taxes assessed upon the Building exceed the aforesaid base amount, Tenant shall pay annually to Landlord, within thirty (30) days after receipt of a bill from Landlord and copies of Landlord's actual real estate tax bills, Tenant's Proportionate Share of such increase in taxes. Any such payment made during the final Lease Year shall be prorated based on a 365 day year.

C. Any tax credits, discounts, allowances, abatement, or offsets received by Landlord from any taxing authorities, including those attributable to Operating Costs, shall be deducted from Real Estate Taxes before determining Tenant's Proportionate Share thereof. For the purpose of computing Tenant's Proportionate Share, Real Estate Taxes shall specifically exclude any franchise, corporation, income or profit tax or capital levy imposed upon Landlord; any inheritance, estate, succession, transfer, gift or other tax, charge of imposition by whomsoever levied or assessed, arising out of any devise, descent or transfer of the Building or any interest therein by Landlord or its successors-in-title; any use, occupancy, possession or single business tax; documentary stamps; recording fees; facilities fees; impact fees; taxes or assessment due to the initial development or subsequent improvements to the Building; assessments for job training or placement programs conducted by the city, county or state; assessments on master water and/or sewer trunk lines imposed by a special assessment district; recreational assessments; assessments for redevelopment costs of the city, county or state; Tax Increment Financing ("TIF"), defined as a tax increase which is voluntarily offered to reimburse any governmental authority for infrastructural improvements to develop or redevelop the Building; Payments in Lieu of Taxes ("PILOTS"), defined as a voluntary payment schedule between Landlord and any taxing authority in lieu of a set tax rate; and all assessments levied by special districts or special assessment districts which are imposed to finance the infrastructure necessary to accommodate development (i.e., parking structures, traffic improvements, street lights, etc.) or to subsidize mass transit systems or various employment or social programs.

SECTION 2.05 ADDITIONAL RENT. Tenant shall pay, as additional rent all charges required to be paid by Tenant under this Lease, whether or not they are specifically designated as additional rent. "Rent" includes all amounts payable by Tenant in accordance with this Article II.

SECTION 2.06 LATE FEES; INTEREST. All rent payments are due on the first day of the Month. If Tenant fails to pay any rent within thirteen (13) days of Tenant's receipt of notice from

Landlord, Tenant shall pay Landlord, upon demand, a late fee for administrative expenses according to the following schedule:

- (a) No fee for the first five (5) days;
- (b) Then a lump sum fee equal to three percent (3%) of the amount due.

If Tenant fails to pay any rent within thirty days after the date the same is due, more than once in any calendar year, the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, bear interest from the due date to the date of payment at the rate of prime plus two percent (2%).

ARTICLE III - ALTERATIONS AND ADDITIONS

SECTION 3.01 LANDLORD'S CONSTRUCTION WORK. The parties acknowledge that Tenant currently occupies approximately 308 square feet of Leasable Area along the east wall of the Leased Premises. On or after April 15, 2001 (the "Surrender Date") Tenant shall surrender to Landlord said 308 square feet of space (the "Recaptured Space") and Landlord shall commence construction to: (1) erect a demising wall along the east side as shown on Exhibit A; (2) upgrade the existing restroom in accordance with current ADA requirements; (3) install a new electrical panel; and (4) upgrade the gate separating the Leased Premises from the revolving door area (the "Work"). Landlord agrees to pursue completion of its Work with reasonable diligence. Any entry to the Premises by Landlord or its agents or employees shall be during Tenant's normal business hours, except in the event of an emergency. During any entry, Landlord shall use reasonable efforts to minimize interference with Tenant's business and shall diligently prosecute to completion any repairs, alterations, additions or improvements. Additionally, if Landlord performs any work within the Premises, Landlord shall be obligated to restore Tenant's improvements to the condition existing immediately prior to Landlord's commencement of such work. Notwithstanding the foregoing, Landlord shall not have the right to perform any repair or other work in the Premises during the months of October through December without first obtaining Tenant's consent, except in case of emergency.

SECTION 3.02 ALTERATIONS.

3.02.1 Tenant may install interior fixtures and decorations as its business requires, but Tenant shall make no (i) structural change, (ii) substantial alterations or fixtures, (iii) changes to the windows or exterior of the Building or (iv) material change to the heating, ventilating and air conditioning systems, without prior written consent of Landlord. Tenant's work shall be in accordance with all governmental regulations, and shall be done in a good and workmanlike manner. Tenant shall obtain any approvals, permits and licenses required by the City. Tenant shall hold Landlord harmless from any and all costs, changes, and liabilities that may arise in the event that any such fixtures are subject to security interests.

3.02.2 All permanent alterations and fixtures made or installed by Tenant shall become the sole property of Landlord at the termination of this Lease and Tenant shall not be obligated to remove the same.

SECTION 3.03 NO CONSTRUCTIVE EVICTION. Alterations or improvements to the Building that minimally adversely impact Tenant's operations, the common areas, or the surrounding areas (including sidewalks, streets, and highways) by Landlord or others shall not subject Landlord to any liability to Tenant, nor shall Tenant be entitled to any diminution of rent nor shall any alteration or improvements be deemed constructive or actual eviction. In the event that Tenant is not able to operate its business in the Premises following giving Landlord written notice of such inability to operate, provided that such inability to operate is caused solely by physical conditions in the common area under the Landlord's control, then base rent shall abate until such conditions are cured.

ARTICLE IV - MAINTENANCE OF PREMISES

SECTION 4.01 MAINTENANCE BY TENANT. Tenant shall, at its own cost and expense, maintain, repair, and replace as necessary all parts of the interior of the Premises and the fixtures and equipment therein, except repairs necessitated by willful or negligent acts or omissions of Landlord, its agents, contractors or employees, including the windows, window frames, doors, frames, entrances, store front signs, show cases, floor coverings, non-structural interior walls, non-structural columns, non-structural partitions, lighting, heating, ventilating and air conditioning, plumbing and sewerage facilities and equipment and the systems that exclusively serve the Premises whether or not located in the Premises. Any maintenance that permanently affects the exterior of the Building must be pre-approved in writing by Landlord. If Landlord refuses or neglects to make repairs or replacements to the Premises as required by Section 4.02, Tenant may, but is not required to make such repairs or replacements, on behalf of and for the account of Landlord. If Tenant does make such repairs or replacements, Landlord shall pay Tenant for such work promptly upon receipt of a bill therefor. If Landlord fails to reimburse Tenant, Tenant may deduct the actual cost thereof from any amounts next due Landlord until such amount is fully recovered.

SECTION 4.02 MAINTENANCE BY LANDLORD. Landlord, at Landlord's sole cost, shall make all repairs to the pipes, ducts, wires, mains and conduit which do not serve the premises exclusively, as well as the structural portions of the Building and the Premises, and to the exterior of the Building, including but not limited to the roof. If repairs are necessitated by willful or negligent acts or omissions of Tenant, its contractors, its agents, or employees, or because of Tenant's particular use or required by alterations or improvements made by, or on behalf of Tenant, Landlord shall perform such structural changes or repairs to the Premises and Tenant shall reimburse Landlord the reasonable costs therefor. The repair and maintenance of all windows and window frames shall be the responsibility of the Tenant. If (a) Tenant refuses or neglects to make repairs or replacements as required by Section 4.01; or (b) Landlord is required to make exterior or structural repairs by reason of Tenant's willful or negligent acts or omissions, Landlord may, but is not required to make such repairs or replacements, on behalf of and for the account of Tenant. If Landlord does make such repairs or replacements, Tenant shall pay for such work as additional rent promptly upon receipt of a bill therefor. Landlord's repair and maintenance obligations shall include the repair, maintenance and replacement of any utility systems and equipment serving the Premises located outside of the Premises.

SECTION 4.03 SURRENDER OF PREMISES. At the expiration or termination of the term of this Lease, Tenant shall: (a) surrender the Premises in "broom clean" condition, reasonable wear and tear excepted, subject to the terms of Sections 3.02, 3.03 and Article Nine of the Lease; (b) surrender all keys to Landlord, and (c) inform Landlord of all combinations on locks and vaults in the Premises. Tenant's obligation to perform this covenant and covenants in Section 3.03 shall survive the expiration or termination of this Lease. All of Tenant's personal property, furnishings, wall display systems, movable trade fixtures and equipment which are not permanently attached to the Premises are the property of Tenant. Upon the termination of this Lease, Tenant shall have the right to remove such items, so installed, and shall repair any damage caused by such removal. If Tenant fails to remove its property within fifteen (15) days after expiration or termination of this Lease, said property shall be deemed abandoned and Landlord shall remove, store and care for Tenant's property at Tenant's expense and (after thirty (30) days notice to Tenant) sell or otherwise dispose of it.

ARTICLE V - COMMON AREAS

SECTION 5.01 CONTROL OF COMMON AREAS BY LANDLORD. Landlord shall maintain the common areas of the Building in a first-class condition at all times throughout this Lease Term. The common area consists of any entrances, exits, loading docks, pick-up stations, sidewalks, ramps, hallways, landscaped areas, exterior stairways, exterior windows, restrooms other than those located in Premises, and other areas and improvements provided by Landlord for the common use of tenants of the Building and their agents, employees and customers. The common areas shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to establish, modify, and enforce reasonable and non-discriminatory rules established with respect to all the common areas ("Rules") and Tenant agrees to abide by the Rules, provided that such modified or amended Rules shall be provided in writing to Tenant. Landlord shall have the right at its sole discretion, to alter the common areas and to construct additions to the Building resulting in a diminution of common areas. Landlord shall have the right (i) to construct and operate lighting and signs on all common areas and improvements; (ii) to police the common areas and improvements; (iii) to change configurations of common facilities; (iv) to restrict parking by Tenant, its agents, and employees; and (v) to perform other acts in and to the common areas and improvements as Landlord shall deem to be advisable, provided that there is no material adverse affect with respect to the use of, the access to, or the visibility of, the Premises, or Tenant's signs. Nothing in this Lease shall be deemed to prohibit Tenant's normal in-store demonstrations of its merchandise, provided the same are not unreasonably disturbing to Landlord or other tenants.

ARTICLE VI - CONDUCT OF BUSINESS

SECTION 6.01 USE OF PREMISES. Tenant shall use the Premises solely for the purpose set forth herein in accordance with the Rules. The Premises shall be used for the display and sale of merchandise and services commonly sold in stores operated by RadioShack Corporation or its affiliates. If Tenant assigns this Lease or sublets the Premises to a parent, subsidiary or entity of,

separated from or formed by Tenant, then the Premises shall be used for the display and sale of merchandise and services commonly sold, in stores operated by such parent, subsidiary or entity. In addition, Tenant shall have the right to use a reasonable portion of the Premises for clerical and office purposes and for the storage of merchandise which Tenant intends to offer for sale from the Premises.

SECTION 6.02 OPERATION OF BUSINESS. Tenant shall store in the Premises only merchandise Tenant intends to offer for sale at retail in the Premises.

SECTION 6.03 SIGNS. Providing that they comply with all applicable statutes and ordinances, Tenant may, at Tenant's expense, erect professionally prepared promotional signs as depicted on Exhibit B attached hereto, without further approval from Landlord. Upon expiration or termination of the Lease Term, Tenant shall remove Tenant's sign and shall promptly return to their former condition the surfaces to which the sign was affixed, at Tenant's expense. Landlord acknowledges that Tenant's signage, as depicted on Exhibit B, complies with Landlord's sign policy. Landlord hereby approves the installation of Tenant's sign(s) as depicted on Exhibit B attached hereto. Tenant shall have the right to use its signs throughout the Lease Term and any renewal or extension thereof. If Landlord elects to remodel the exterior of the Building, and such remodeling necessitates removal of any signs of Tenant, Landlord shall bear all expenses in connection with the removal, storage and reinstallation of Tenant's signs, as well as the provision of temporary signage during such remodeling period. Landlord shall reinstall Tenant's original signs within ten (10) days after Landlord has completed its remodeling, at Landlord's sole cost. If Landlord fails to reinstall Tenant's signs within the aforesaid ten (10) day period, Tenant may do so. Landlord shall reimburse Tenant for said cost thereof within thirty (30) days after Landlord receives a bill therefor and copies of applicable invoices. If Landlord fails to reimburse Tenant, Tenant shall have the right to deduct the actual cost thereof from any amounts next due Landlord until such amount is fully recovered.

SECTION 6.04 UTILITIES.

6.04.1 Tenant shall pay all charges: for heat, water, gas, electric, trash removal telephone and any other utility used in the Premises. Landlord shall determine the portion of the utility expense allocable to the Premises based on the ratio of the square footage of the Premises to the total square footage of the area for which the utility bill is due or on such other basis as Landlord reasonably determines reflect the actual cost of utilities for the Premises. If the Premises is not independently metered for any utility, Tenant shall not be required to pay any more for that utility than Tenant would pay if the Premises were independently metered. Tenant may, at its expense, install approved check or test meters to monitor its actual consumption of utilities. Such installations shall be made in compliance with any applicable codes, ordinances and restrictions. If Landlord supplies any utilities to the Premises, Landlord shall adjust its billings to reflect Tenant's actual consumption, based on periodic readings of such meters, at the same rate charged by the utility company to an individual user of said utility. Utilities for the common area may not be separately metered and may be included in the overall utility bill for the Building as a component of Operating Costs. Landlord shall determine the portion of

the utility expense allocable to the common area based on the square footage of the common area compared to the total square footage of the area for which the utility bill is paid or on such other basis as Landlord reasonably determines reflects the actual cost of common area utilities, provided that any other method shall not require Tenant to pay for the utilities provided to any other Tenant's space.

6.04.2 In no event shall Landlord be liable for any interruption or failure in the supply of any utilities, unless Landlord's willful act or negligence causes the interruption. Landlord's inability to obtain utility service from any third party shall not be deemed caused by Landlord's willful act or negligence.

SECTION 6.05 TAXES ON LEASEHOLD. Tenant shall pay all taxes assessed against Tenant's leasehold interest, improvements, alterations, additions, trade fixtures, merchandise, and personal property of any kind, owned or placed in the Premises by Tenant.

SECTION 6.06 RIGHT OF ENTRY.

6.06.1 Landlord shall have the right to enter the Premises at all reasonable times examine and show prospective purchasers or tenants and to make such repairs, alterations, improvements, or additions as Landlord may deem desirable, without the same constituting an eviction of Tenant in whole or in part, and rent shall not abate while the work is in progress except to the extent said work makes it unable for Tenant to operate its business, in which case Tenant shall be entitled to an abatement of Rent in accordance with Section 3.03 of this Lease. Landlord shall use reasonable efforts to perform such work in a manner that minimally adversely impacts Tenant's operations. Nothing herein contained shall be construed to impose upon Landlord any obligation for maintenance or repair except as otherwise specifically provided.

6.06.2 During the six (6) months prior to expiration of the term of this Lease, Landlord may place upon the Premises or upon other portions of the common areas, a notice "For Lease", "For Rent", "Available" or similar terms. Tenant shall have the right to erect similar customary signs noting its relocation during the same six (6) month period.

6.06.3 Notwithstanding the foregoing, Landlord shall not have the right to perform any repair or other work in the Premises during the months of October through December without first obtaining Tenant's consent, except in case of emergency. Landlord and its authorized agents shall have the right to enter the Premises at any time during which an apparent emergency exists. If Tenant is not present to admit entry into the Premises, Landlord may, in case of emergency, enter by master key, or may forcibly enter, without rendering Landlord liable therefor except for Landlord's negligence or intentional acts or omissions.

6.06.4 Except in an emergency, Landlord shall give Tenant at least 24 hours' notice of Landlord's intention to enter the Premises under this Section 6.06.

ARTICLE VII - STORAGE SPACE AND PRIVATE DOOR

SECTION 7.01 STORAGE SPACE. The parties acknowledge that Tenant currently leases from Landlord approximately 150 square feet of storage space (the "First Storage Space") in the basement of the Building under the terms of a lease by and between Landlord, by Landlord's predecessor-in-interest, Commonwealth Edison Company, and Tenant (f/k/a Tandy Corporation) dated the 1st day of December, 1989. Landlord agrees to make available with reasonable diligence, and Tenant shall lease from Landlord, approximately 338 square feet of storage space for Tenant's exclusive use, approximately in the area shown on Exhibit "A" (the "Second Storage Area"). Tenant shall pay to Landlord, commencing the first day of the month after the date of Tenant's receipt of written notice from Landlord that said Second Storage Area is available for Tenant's use, the amount of \$845.00 per month based upon a rental of \$30.00 per square foot. The parties agree that the lease for the First Storage Space shall terminate upon the commencement of the lease for the Second Storage Space, and all rights and obligations thereunder, except those theretofore accrued, of both parties shall cease upon such termination, and the Second Storage Space shall be included under the terms and provisions of this Lease. Except as provided herein, Tenant shall not be liable for any additional rent for the use of the Second Storage Space, and the square footage of the Second Storage Space shall not be included in the calculations of any charges for which Tenant pays its pro-rata share. Tenant's right to use the Second Storage Space shall automatically run concurrently with the Term of this Lease and any extensions or renewals thereof.

SECTION 7.02 RIGHT OF FIRST REFUSAL. Tenant shall have the right of first refusal to lease the space adjacent to the Premises located on the south demising wall on the west side of the Building.

SECTION 7.03 PRIVATE DOOR. The parties acknowledge that Tenant currently shares a revolving front door with the adjacent tenant located on the south demising wall on the west side of the Leased Premises. Tenant desires to have exclusive use of said door. Landlord hereby agrees that, upon the expiration or early termination of its lease with said adjacent tenant, if Tenant does not elect to lease the adjacent space in accordance with the Right of First Refusal described above, Landlord, at Landlord's expense, shall install a separate front door for the adjacent space, and Tenant, at Tenant's expense, shall erect a demising wall in the area of the existing revolving door to facilitate the demising of the spaces and to provide Tenant exclusive use of the existing revolving door.

ARTICLE VIII - INSURANCE AND INDEMNITIES

SECTION 8.01 LIABILITY INSURANCE BY TENANT. During the entire term and any extension of this Lease, Tenant shall keep in full force a policy of public liability and property damage insurance with respect to the Premises and all business operated in the Premises with limits of public liability not less than \$1,000,000 per person for death and/or bodily injury including personal injury, the greater of \$1,000,000 per accident and/or occurrence, and limits of property damage liability not less

than \$1,000,000 per accident and/or occurrence. Tenant shall maintain workers' compensation insurance as required by law. The policy shall name Landlord as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) day's notice. A copy of the policy or certificate of insurance shall be delivered to Landlord within twenty (20) days after this Lease has been executed by both parties.

SECTION 8.02 INSURANCE BY LANDLORD. Landlord shall carry:

- (i) Public liability insurance on the common area; and
- (ii) insurance for fire, extended coverage, vandalism and malicious mischief and other endorsements deemed advisable by Landlord insuring the Building, including the Premises and all appurtenances thereto (excluding improvements installed by Tenant, Tenant's merchandise, trade fixtures, furnishings, equipment, personal property and excluding plate glass) for the full insurable value thereof, with such deductibles as Landlord deems advisable.

Tenant agrees to pay any increases in premiums for the fire insurance if the increase results from any activity of or merchandise sold by Tenant within thirty (30) days after Tenant receives demand therefor, along with copies of Landlord's insurance premiums and written evidence from Landlord's insurance company that Tenant's change in use or merchandise has caused such increase.

SECTION 8.03.1 INDEMNIFICATION. Tenant agrees to protect, indemnify hold harmless and defend Landlord, its management agent, and any mortgagee, except to the extent of any negligence of or imputed to Landlord and any mortgagee, from and against any and all loss, cost, damage, liability or expense as incurred (including but not limited to attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons for damage sustained by such person or persons which arise out of, is occasioned by or is in any way attributable to the use or occupancy of the Premises by Tenant or the acts or omissions of Tenant or its agents, employees, contractors, clients, or subtenants. Such loss or damage shall included but not be limited to, any injury or damage to, or death of, Landlord's employees or agents or damages to the Premises or any portion of the Building.

SECTION 8.03.2 Landlord agrees to protect, indemnify hold harmless and defend Tenant, its management agent, and any mortgagee, except to the extent of any negligence of or imputed to Tenant, from and against any and all loss, costs, damage, liability or expense as incurred (including but not limited to attorneys' fees and legal costs) arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons for damage sustained by such person or persons which arise out of, are occasioned by or are in any way attributable to the use or occupancy of any portion of the Building by Landlord or the acts or omissions of Landlord or its

agents, employees, contractors or clients. Such loss or damage shall include but not be limited to, any injury or damage to, or death of, Tenant's employees or agents or damages to the Premises or any portion of the Building.

SECTION 8.04 LOSS AND DAMAGE. Tenant shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Premises. Landlord shall not be liable for any damage to property of tenant or of others allowed on the Premises nor for loss of any property by theft or otherwise, unless resulting from Landlord's willful acts or negligence. Landlord shall not be responsible or liable to Tenant or those claiming by, through, or under Tenant for any loss or damage to either person or property of Tenant that maybe occasioned by or through acts or omissions of tenants occupying adjacent premises. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, ice, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Premises, or from the pipes, appliances, or plumbing works, or from any other place, or by dampness, or by other cause of any nature, except as provided herein. Landlord shall not be liable for any such damage caused by other tenants or persons in the Premises, occupants of adjacent property or of the Building, or the public, or caused by construction of any private, public, or quasi-public work. All property of Tenant shall be kept on the Premises at the risk of Tenant only, except as provided herein, and Tenant shall hold Landlord harmless from any claims arising out of damage to same, including subrogation claims by Tenant's insurance carrier.

SECTION 8.05 WAIVER OF SUBROGATION. Landlord and Tenant do hereby waive any and all right of recovery, claim, action, or cause of action against the other, their respective agents and employees, for any loss or damage that may occur to the Premises or the Building or any additions or improvements thereto, or any contents therein, during the Lease Term, by reason of fire, the elements, or any other cause which could be insured against under the terms of a standard fire vandalism malicious mischief and extended coverage insurance policy or policies, building contents, and business interruption insurance policies, or for which Landlord or Tenant may be reimbursed as a result of insurance coverage affecting any loss suffered by either party hereto, regardless of cause of origin, including the negligence of Landlord or Tenant, or their respective agents and employees. All insurance policies carried by either party covering the Premises and/or the Building, including, but not limited to, contents, fire, and other casualty insurance shall expressly waive any right on the part of the insurer against the other party for damage to or destruction of the Premises and/or the Building resulting from the acts or omissions of the other party.

SECTION 8.06 CERTIFICATES OF INSURANCE. Tenant shall, with respect to any insurance coverage required in this Lease, furnish Landlord with certificates of insurance stating Landlord shall be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance.

ARTICLE IX - DESTRUCTION OR CONDEMNATION

SECTION 9.01 DESTRUCTION OF PREMISES. If the Premises are destroyed or injured prior to the final 30 months of the Lease Term by any cause and such destruction or injury can reasonably be repaired within ninety (90) days after the happening of such destruction or injury, then Tenant shall not be entitled to surrender possession of the Premises, nor shall Tenant's liability to payment under this Lease cease. But in the event of such destruction or injury Landlord shall complete such repairs within ninety (90) days after the occurrence of such destruction or injury. If, at any time during the Lease Term, Tenant is deprived of the occupancy of any portion of the Premises due to any such destruction or injury but can nevertheless in Tenant's reasonable opinion continue to engage in its regular business, the rent and other charges under this Lease shall proportionately abate corresponding to the time during which, and to the area of the Premises of which, Tenant shall be deprived due to such destruction or injury or the making of such repairs. No rent or other charges shall be payable during any period that Tenant is unable to engage in its regular business at the Premises. If Landlord fails to complete repairs within the ninety (90) days provided herein, Tenant at its election may terminate this Lease and quit the Premises upon written notice to Landlord.

If the destruction or injury of the Premises cannot reasonably be repaired within ninety (90) days after the occurrence thereof, Landlord shall notify Tenant within thirty (30) days after the happening of such destruction or injury whether or not Landlord will repair or rebuild. If Landlord elects not to repair or rebuild, this Lease shall be terminated. If Landlord elects to repair or rebuild, Landlord shall specify the time within which repairs or construction will be completed, and Tenant shall have the option within thirty (30) days after the receipt of such notice to elect either to terminate this Lease and further liability hereunder, or to extend the term hereof by a period of time equivalent to the period from the happening of such destruction or injury until the Premises are restored their former condition. In the event Tenant elects to extend the term of this Lease, Landlord shall restore the Premises to their former condition within the time specified in the notice and Tenant shall be entitled to an abatement of rent and other charges in the manner herein above set forth. If Landlord fails to complete restoration of the Premises within the specified time, then Tenant at its election may terminate this Lease and quit the Premises upon written notice to Landlord. Unless this Lease is terminated by Landlord or Tenant hereunder, Tenant shall repair and refixture the interior of the Premises in a manner and to at least a condition existing prior to its destruction.

If this Lease is terminated for any reason, Landlord shall promptly refund to Tenant any rent paid in advance and any unearned charges.

SECTION 9.02 PARTIAL DESTRUCTION OF BUILDING. If twenty-five percent (25%) or more of the useable area of the Building is damaged or destroyed by fire or other casualty, even if the Premises are undamaged, Landlord or Tenant may terminate this Lease by giving the other party thirty (30) days' prior written notice of its election to terminate. Notice must be given by Landlord within sixty (60) days following the occurrence and notice must be given by Tenant within sixty (60)

days of Tenant's receipt of notice from Landlord that the damage has occurred. Rent shall be adjusted as of the date of termination, if the casualty damaged the Premises. Rent shall be adjusted as of the date of termination, if the Premises were undamaged by the casualty.

SECTION 9.03 CONDEMNATION OF PREMISES. If 25% or more of the Building, or if any portion of the Premises are acquired or condemned by any governmental authority, in whole or in part, such that the Premises are unsuitable for the business of Tenant in Tenant's reasonable business judgment, then the Term of this Lease shall terminate as of the date of title vesting, and Tenant shall have no claim against Landlord, or the condemning authority for the value of any, unexpired term of this Lease, and rent shall be adjusted to the date of termination. Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, bid not from Landlord, compensation for loss of Tenant's leasehold, trade fixtures and relocation expenses, if such claim can be made separate and apart from any award to Landlord and without prejudice to Landlord's award. In the event of partial condemnation not rendering the Premises unsuitable for the business of Tenant, Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of the condemnation, less the portion lost by condemnation, and this Lease shall continue in full force with a proportionate reduction of rent. If twenty-five percent (25%) or more of the useable area of the Building condemned, even if the premises are not affected, Landlord may terminate this Lease by giving Tenant thirty (30) days prior written notice of Landlord's election to terminate.

ARTICLE X - DEFAULT

SECTION 10.01 RIGHT TO REENTER. If (a) Tenant fails to pay rent, additional rent, or any charge when due, and such failure continues for a period of ten (10) days after receipt of notice thereof from Landlord, or (b) Tenant fails to perform any other term, condition, or covenant of this Lease, or (c) Tenant fails to open for business or fails to conduct business or (d) Tenant abandons the Premises to do business for ten (10) consecutive days (subject to force majeure as provided below, casualty or remodeling, or (e) Tenant suffers this Lease to be taken under writ of execution; then Landlord shall have all rights and remedies provided by law and, in addition, shall have the right to reenter the Premises after thirty (30) days' written notice to Tenant and Tenant's failure to cure the default. If the default does not involve the failure to pay money due, Tenant shall have such additional time to cure a non-payment default as may be reasonably necessary, so long as Tenant commences such cure within thirty days and thereafter proceeds with reasonable diligence to completion of such cure. When Landlord has the right to reenter, it may remove all persons and property from the Premises, and such property shall be stored elsewhere at the cost of Tenant all with notice in accordance with Section 4.03 hereof.

To the full extent permissible under the Bankruptcy Reform Act of 1978, or any successor thereto, if (a) Tenant or any guarantor shall file a voluntary petition in bankruptcy, or become insolvent or take the benefit of any insolvency act or be dissolved or adjudicated a bankruptcy or (b) a receiver shall be appointed for its business or its assets and the appointment of such receiver is not vacated

within sixty (60) days after such appointment or (c) Tenant shall make an assignment for the benefit of its creditors; then Landlord shall have all the same rights as provided in this section for the nonpayment of rent.

SECTION 10.02 LANDLORD'S RIGHT TO TERMINATE UPON TENANT

DEFAULT. In the event of any default by Tenant as provided above, following any applicable cure period, Landlord shall have the right to terminate this Lease and recover possession of the Premises by giving written notice to Tenant of Landlord's election to terminate this Lease, in which event Landlord shall be entitled to receive from Tenant:

- (A) Any unpaid Rent which had been earned at the time of such termination; plus
- (B) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligation under this Lease
- (C) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

SECTION 10.03 LANDLORD'S RIGHT TO CONTINUE LEASE UPON TENANT

DEFAULT. In the event of any default by Tenant, following any applicable cure period, if Landlord does not elect to terminate this Lease, Landlord shall have the right to terminate Tenant's right of possession of the Premises and reenter and repossess the Premises and remove all persons and property from the Premises without terminating this Lease, in which event Landlord shall be obligated to use reasonable efforts to mitigate its damages and relet all or any part of the Premises for the account of Tenant at such rent and upon such terms as shall be commercially reasonable and satisfactory to Landlord and make such repairs as may be necessary, at Tenant's expense, in order to relet the Premises and Landlord may, at Landlord's expense, make such changes, and additions, improvements, redecoration and repairs as Landlord deems advisable for the purpose of such relettings.

In the event of such repossession without termination of the Lease, Landlord shall be entitled to:

- (A) All unpaid rent which had been earned at the time of such repossession; plus
- (B) All of Landlord's expenses in connection with the reletting of all or any part of the Premises, including without limitation all reasonable costs of repossession, brokerage commissions, attorney's fees, marketing expenses, and repairs; plus
- (C) Each monthly deficiency over the balance of the Term equal to the amount by which the Base Rent and other sums which would be payable for such month if such repossession had not occurred exceeds the payments (if any) received by Landlord for such month from reletting of all or any part of the Premises; plus

(D) Any other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligation under this Lease; and

(E) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

Each monthly deficiency under (C) shall be payable on the date on which the rent for such month would have been payable to Landlord if possession had not been retaken and all other amounts shall be payable within thirty (30) days of Tenant's receipt of an itemized statement from Landlord, along with copies of Landlord's actual bills. Tenant agrees that Landlord may file suit to recover any sums falling due under this Section from time to time, and no suit or recovery of any portion due Landlord under this Section shall be any defense to any subsequent action brought for any amount theretofore reduced to judgment in favor of Landlord.

SECTION 10.04 RIGHT OF LANDLORD TO PERFORM. Tenant shall perform all covenants and agreements to be performed by Tenant under this Lease at Tenant's sole cost and expense. If Tenant shall fail to pay any sum of money, other than Rent required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated to, make any payment or perform any such other act on Tenant's part to be made or performed without waiving or releasing Tenant of its obligations under this Lease. Any sums so paid by Landlord and all necessary incidental costs shall be payable to Landlord as additional rent within thirty (30) days of Tenant's receipt of an itemized statement from Landlord, along with copies of Landlord's actual bills, and Landlord still have the same rights and remedies in the event of nonpayment as in the case of default by Tenant in the payment of rent.

SECTION 10.05 NON-WAIVER. Nothing in this Article shall be deemed to affect Landlord's rights to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damages under the indemnification clause or clauses contained in this Lease. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in the Lease provided. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

SECTION 10.06 CUMULATIVE REMEDIES. The specific remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of the lease. In addition to the other remedies provided in the Lease, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened

violation of any of the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

SECTION 10.07 DEFAULT BY LANDLORD. Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by landlord under this Lease only if such failure shall continue for a period of thirty (30) days after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligation(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under the law and this Lease.

SECTION 10.08 COST OF ENFORCEMENT. In addition to all other remedies of Landlord and Tenant contained in the Lease, Landlord and Tenant shall be entitled to recover upon demand all reasonable attorneys' fees and expenses incurred by Landlord and Tenant in connection with enforcement of the terms, covenants and conditions of the Lease including, but not limited to, attorneys' fees and expenses incurred in any unlawful detainer or bankruptcy proceeding, within thirty (30) days of receipt of an itemized statement, along with copies of actual bills.

ARTICLE XI - ASSIGNMENT AND SUBLETTING

SECTION 11.01 CONSENT REQUIRED. Tenant shall not (a) assign or in any way transfer this Lease, in whole or in part, nor (b) mortgage or hypothecate this Lease, nor(c) sublet all or any part of the Premises, nor (d) permit any concessionaire or licensee to operate from the Premises, nor (e) transfer or suffer the transfer of more than forty-nine percent (49%) of the ownership interest in Tenant (except the offering or transfer of publicly traded limited partnership interests or publicly traded shares of stock), without the prior written consent of Landlord which shall not be unreasonably withheld conditioned or delayed. Any attempt or purported conveyance without Landlord's prior written consent shall constitute a default under this Lease and shall be void and confer no rights upon any third person. The consent by Landlord to any conveyance shall not constitute a waiver of the necessity for consent to any subsequent conveyance. Landlord's consent to any assignment maybe conditioned upon the Landlord's receipt of a guarantee from a new guarantor acceptable to Landlord.

ARTICLE XII - INTENTIONALLY OMITTED

ARTICLE XIII - HAZARDOUS SUBSTANCES

SECTION 13.01 HAZARDOUS MATERIALS -TENANT.

(A) No Hazardous Materials, as defined herein, shall be Handled, as also defined herein upon, about, above or beneath the Premises or any portion of the Premises by or on behalf of Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, or agents. Any such Hazardous Materials so Handled shall be known as Tenant's Hazardous Materials. Notwithstanding the foregoing, normal quantities of those Hazardous Materials customarily used in the conduct of general office, (e.g., copier fluids and cleaning supplies) may be used and stored at the Premises without Landlord's prior written consent but only in compliance with all applicable Environmental Laws, as defined herein.

(B) Tenant shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision, or necessary for Landlord to make full economic use of the Premises, which requirements or necessity are caused by the Handling of Tenant's Hazardous Materials upon, about, above or beneath the Premises, and shall indemnify and hold harmless the Landlord against any such claim. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Tenant shall take all actions necessary to restore the Premises or the Building to the condition existing prior to the introduction of Tenants Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. Tenant shall nevertheless obtain Landlord's written approval prior to undertaking my actions required by this Section, which approval shall not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short term effect on the Premises or the Building.

(C) "Environmental Laws" means and includes all now and here after existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any federal, state or local governmental authority regulating relating to, or imposing liability or standards of conduct concerning public health and safety or the environment.

(D) "Hazardous Materials" means:(a) any material or substance: (i) which is defined or becomes defined as a "hazardous substance", "hazardous waste", "infectious waste", "chemical mixture or substance", or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure; (iii) containing polychlorinated biphenyls (PCB's); (iv) containing asbestos; (v) which is radioactive; or (b) any other pollutant or contaminant or hazardous, toxic, flammable or dangerous chemical waste, material or substance, as all such terms are used in their broadest sense, and defined, regulated or become regulated by Environmental Laws, or which cause a nuisance upon or waste to the Premises or the Building.

(E) "Handle," "Handled," or "Handling" shall mean any installation, handling, generation, storage, treatment, use, disposal discharge, release, manufacture, refinement, presence, migration, emission, abatement removal, transportation or any other activity of any type in connection with or involving Hazardous Materials.

SECTION 13.02 HAZARDOUS MATERIAL - LANDLORD.

(A) Landlord shall be solely responsible for any expenses associated with the existence of any hazardous materials within the vicinity of the Building, including the Premises through no fault of Tenant or its agents, employees or contractors. Such costs shall include the cost to remove and/or dispose of such hazardous materials, any fines or penalties assessed for violations of any governmental code or regulation pertaining to such hazardous materials, any compensation awarded to third parties for property damage or personal injury related to the existence of such hazardous materials, and Tenant's reasonable expenses, including attorneys' fees, incurred as a result of any litigation related to the existence of such hazardous materials.

ARTICLE XIV - MISCELLANEOUS

SECTION 14.01 ATTORNMENT. If requested to do so, Tenant shall attorn to and recognize as Tenant's landlord under this Lease any superior Landlord, superior - mortgagee - or other purchaser or person taking title to the Premises by reason of the termination of any superior lease or the foreclosure of any superior mortgage or deed of trust, and Tenant shall, upon demand, execute any documents reasonably requested by any such Person to evidence the attornment described in this Section. Tenant's attornment pursuant to Article XIV of the Lease shall be upon the express condition that such successor accepts the Leased Premises subject to the terms, conditions and covenants of the Lease and that such successor recognizes Tenant's right to the use and possession of the Leased Premises pursuant to the terms of the Lease as long as Tenant is not in default.

SECTION 14.02 SUBORDINATION. Upon Landlord's request, Tenant shall execute all reasonable documents required to subordinate its right hereunder to the lien of any mortgage or the lien of any other method of financing, now or hereafter in force against the Building and to all advances made upon the security thereof, provided that every such mortgage or security interest shall contain provision that the mortgagee or holder of such security interest shall recognize the validity of this Lease and not disturb Tenant, so long as Tenant is not in default, beyond any applicable cure period.

SECTION 14.03 GOVERNMENTAL REGULATIONS. Tenant shall, at its sole expense, comply with all requirements of governmental authorities pertaining to Tenant's improvement or use of the Premises; provided, however, that in no event shall Tenant be required to make structural changes or repairs to the Leased Premises, all of which shall be the responsibility of the Landlord.

SECTION 14.04 ACCORD AND SATISFACTION. No payment received by Landlord of a lesser amount than the rent or other charges shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any statement on a check or any letter accompanying a payment off rent or other charges be deemed an accord and satisfaction. Landlord may accept payment without prejudice to Landlord's right to recover the balance of rent or other charges or pursue any remedy in this Lease.

SECTION 14.05 ENTIRE AGREEMENT. This Lease, including the Basic Term pages and the Exhibits attached hereto and incorporated herein by reference set forth all covenants, promises, agreements, conditions, or understandings between Landlord and Tenant concerning the Premises. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

SECTION 14.06 NO PARTNERSHIP. Landlord is not in any way a partner, joint Venturer, or member of a joint enterprise with Tenant.

SECTION 14.07 FORCE MAJEURE. If either party is delayed from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental regulations, riots, war, or like reasons not the fault of the party delayed, then the period for performance of the act shall be extended for a period equivalent to the period of the delay. This Section shall not excuse Tenant from prompt payment of rent, additional rent, or any other payments required by this Lease. This Section is subordinate to Article IX concerning destruction and condemnation of the Premises.

SECTION 14.08 HOLDING OVER. Any holding over after the expiration of the Term hereof, with or without the consent of Landlord, shall be construed to be a tenancy from month to month at 150% of the base monthly rent and otherwise on the terms herein specified. Said 150% rate shall be effective thirty (30) days after Tenant receives notice of such increase from Landlord.

SECTION 14.09

A. **WAIVER BY LANDLORD.** The waiver by Landlord of any breach of any term, covenant, or condition herein shall not be deemed a waiver of the term, covenant, or condition. The acceptance of rent by Landlord shall not be deemed a waiver of any preceding breach by Tenant of any covenant herein, other than the failure of Tenant to pay the rent so accepted. No covenant, term, or condition of this Lease shall be waived by Landlord, unless the waiver is in writing by Landlord.

B. **WAIVER BY TENANT.** The waiver by Tenant of any breach of any term, covenant, or condition herein shall not be deemed a waiver of the term, covenant, or condition. The acceptance of any sums due by Landlord shall not be deemed a waiver of any preceding breach by Landlord of

any covenant herein. No covenant, term, or condition of this Lease shall be waived by Tenant, unless the waiver is in writing by Tenant.

SECTION 14.10 NOTICES. Any notices, requests or demands permitted, given or required to be given herein shall be in writing, sent by a recognized overnight courier service or by certified United States Mail, return receipt requested, postage prepaid, to the parties hereto, at their addresses stated herein or such other addresses as they have theretofore specified by written notice, delivered in accordance herewith. Notices shall be deemed given when received or refused the intended party.

SECTION 14.11 PARTIAL INVALIDITY. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease, or the application of the provision in other circumstances, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14.12 RECORDING. This Lease shall not be recorded.

SECTION 14.13 SUCCESSORS. This Lease shall be binding upon and inure to the benefit of the parties, their legal representative, successors, and assigns; subject to the provisions of Article X.

SECTION 14.14 GOVERNING LAW. This Lease shall be construed and the rights and obligations of Landlord and Tenant be determined according to the laws of the State of Illinois.

SECTION 14.15 SUBMISSION OF LEASE. Submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant. The effective date of this Lease shall be the date of execution by the last of the parties to execute this Lease.

SECTION 14.16 COUNTERPARTS. This Lease and any amendments thereto may be executed by Landlord and Tenant in separate counterpart originals.

SECTION 14.17 QUIET ENJOYMENT. Landlord warrants that it has the right to lease the Premises hereby demised, and that so long as Tenant shall perform each and every term, condition and covenant to be performed and observed by Tenant hereunder, Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of Landlord, and the Landlord shall defend Tenant in such peaceful and quiet use and possession under Landlord. Landlord shall enforce the obligations contained in its leases with other tenants within the Building which require such other tenants to keep their respective premises free from excessive noise and odor and in good order, condition and repair, and which proscribe the creation of hazards, nuisances or obstructions and the accumulation of waste by such other tenants.

SECTION 14.18 TERMINATION OF EXISTING LEASE. Tenant is currently occupying the Premises under terms of a lease by and between Landlord's, predecessor-in-interest, Commonwealth Edison Company, and Tenant, formerly known as Tandy Corporation, dated the 10th day of October, 1989. The parties hereto agree that the aforesaid lease shall terminate upon the execution of this Lease, and all rights and obligations thereunder, except those theretofore accrued, of both parties shall cease upon such termination.

SECTION 14.19. LANDLORD'S WARRANT OF AUTHORITY. Landlord warrants that it has legal possession of the Building and has full right and power to execute the Lease, perform the obligations herein, and grant and convey the estate demised herein.

ARTICLE XV - GENERAL CONDITIONS

SECTION 15.01 INSPECTOR GENERAL. Each party to the agreement shall acknowledge that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

SECTION 15.02 CONFLICTS. The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their term of office.

SECTION 15.03 INDEBTEDNESS. The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made apart of the agreement.

SECTION 15.04 ETHICS. The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement. Landlord warrants that, except as stated herein, Tenant's obligations shall not be increased and Tenant's rights shall not be decreased by the above referenced Codes, Policies and/or provisions, or by any recorded or unrecorded documents affecting the Building as of the date of execution of this Lease.

IN WITNESS THEREOF, Landlord and Tenant have executed this Lease as of the date set forth above.

LANDLORD:

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**, a body politic
and corporate

By: Gery J. Chico
Gery Chico, President

Attest: Sharon M. Revello
Sharon Revello, Secretary

Board Report No. 01-0523-OP2-0

Approved as to Legal Form: AFW

Marilyn F. Johnson
Marilyn F. Johnson, General Counsel

TENANT:

RADIOSHACK CORPORATION,
a Delaware corporation

By: Andy Zeinfeld
Andy Zeinfeld, Vice President TC with
RadioShack Corporation
Real Estate Division

Witness: Sherry Budhiraja
Name: _____

Its: _____

RENT SCHEDULE

May 1, 2001 to April 30, 2006: \$50.00 per square foot

May 1, 2006 to March 31, 2011: \$60.00 per square foot