

**2720 NORTH CLARK STREET
CHICAGO, ILLINOIS**

**LEASE AGREEMENT
Between**

**NRG CS HOLDINGS LIMITED PARTNERSHIP,
A Delaware limited partnership, as Landlord**

and

**THE BOARD OF EDUCATION OF THE CITY OF CHICAGO,
as Tenant**

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the 23rd day of March, 2021 (“Effective Date”) by and between NRG CS HOLDINGS LIMITED PARTNERSHIP, a Delaware limited partnership (“Landlord”) and THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, a body politic and corporate (“Tenant”).

ARTICLE I BASIC LEASE PROVISIONS AND EXHIBITS

Section 1.1 Basic Lease Provisions

The descriptions, capitalized words and amounts set forth below are qualified by their language elsewhere in this Lease, including those Articles and/or Sections referred to in parentheses:

- 1.1 Retail Area (Section 2.2): The first and second floors (the “Retail Area”) of the two (2) story building (the “Building”) located at 2720 North Clark Street, Chicago, Illinois, the Retail Area consisting of approximately 22,160 rentable square feet and the Building consisting of approximately 22,160 square feet.
- 1.2 Premises (Section 2.1): A portion of the first floor space and all of the second floor space in the Retail Area as shown on the Site Plan attached hereto as Exhibit A.
- 1.3 Square Footage (Section 2.1): Approximately 13,199 square feet, consisting of approximately 1,140 square feet on the first floor and 12,059 square feet on the second floor.
- 1.4 Term (Section 3.1): Ten (10) full Lease Years (as defined in Section 3.2).
- 1.4a Option (Section 2.6): Two (2) periods of five (5) Lease Years each.
- 1.5 Commencement Date: August 1, 2021
- 1.5a Rent Commencement Date (Section 3.1): February 1, 2022
- 1.6 Expiration Date (Section 3.1): July 31, 2031.
- 1.7 Possession Date (Article VII): The day following the day the Contingency (as defined in Section 27.21) is satisfied, deemed satisfied or waived.
- 1.8 Permitted Use (Section 2.4): Educational purposes including a school and general/administrative offices and for any other lawful use, so long as such other lawful use does not violate (i) the use restrictions in Section 2.4 or (ii) any exclusive use or restrictive use covenants of any other tenant in the Building as of the date Tenant changes its use. Landlord and Tenant agree to cooperate in confirming and verifying all regulatory zoning/building code requirements for the operation of Tenant’s Permitted Use in the Premises.
- 1.9 Base Rent (Section 4.1): The Base Rent shall escalate at a rate of 2.0% on the anniversary of the Commencement Date and shall continue to escalate at a rate of 2.0% for the two (2) option periods.

	Sq.ft.	Annually	Monthly
Rent Commencement Date			
through 7-31-22	\$29.50	\$389,370.50*	\$32,447.54
8-1-22 through 7-31-23	\$30.09	\$397,157.91	\$33,096.49
8-1-23 through 7-31-24	\$30.69	\$405,077.31	\$33,756.44
8-1-24 through 7-31-25	\$31.30	\$413,128.70	\$34,427.39
8-1-25 through 7-31-26	\$31.93	\$421,444.07	\$35,120.34
8-1-26 through 7-31-27	\$32.57	\$429,891.43	\$35,824.29
8-1-27 through 7-31-28	\$33.22	\$438,470.78	\$36,539.23
8-1-28 through 7-31-29	\$33.88	\$447,182.12	\$37,265.18
8-1-29 through 7-31-30	\$34.56	\$456,157.44	\$38,013.12
8-1-30 through 7-31-31	\$35.25	\$465,264.75	\$38,772.06

First Option Period

8-1-31 through 7-31-32	\$35.96	\$474,636.04	\$39,553.00
8-1-32 through 7-31-33	\$36.68	\$484,139.32	\$40,344.94
8-1-33 through 7-31-34	\$37.41	\$493,774.59	\$41,147.88
8-1-34 through 7-31-35	\$38.16	\$503,673.84	\$41,972.82
8-1-35 through 7-31-36	\$38.92	\$513,705.08	\$42,808.76

Second Option Period

8-1-36 through 7-31-37	\$39.70	\$524,000.30	\$43,666.69
8-1-37 through 7-31-38	\$40.49	\$534,427.51	\$44,535.63
8-1-38 through 7-31-39	\$41.30	\$545,118.70	\$45,426.56
8-1-39 through 7-31-40	\$42.13	\$556,073.87	\$46,339.49
8-1-40 through 7-31-41	\$42.97	\$567,161.03	\$47,263.42

*Rent is abated for the first six (6) months; total Base Rent for the first Lease Year is \$194,685.25.

Base Rent and Additional Rent (Section 4.5) are collectively referred to herein as "Rent".

1.10 Left blank.

1.11 Left Blank.

1.12 Notices (Section 27.9):

Tenant Notices: Board of Education of the City of Chicago, 42 W. Madison Street, 2nd Floor, Chicago, Illinois 60602 Attn: Director of Real Estate; with a copy to Board of Education, One N. Dearborn Street, 9th Floor, Chicago, Illinois 60602 Attn: General Counsel

Landlord Notices: c/o CP2 Management, LLC, 225 West Hubbard Street, #501 Chicago, Illinois 60654 Attn: General Counsel; with a copy to: BeckerGurian, 513 Central Avenue, 4th Floor, Highland Park, Illinois 60035 Attn: Jeffrey B. Gurian

1.13 Guarantor(s): None

- 1.14 Broker (Section 27.6): CBRE
- 1.15 Common Area Maintenance Charge (Section 12.1): Tenant's Pro Rata Share of CAM. Landlord estimates that the initial Tenant's Pro Rata Share of CAM will be \$2.05 per square foot including insurance' provided that said amount is an estimate only and Tenant shall pay its full Pro Rata Share of Common Area Maintenance Charge, as and when billed by Landlord.
- 1.16 Real Estate Taxes (Section 12.2): Tenant's Pro Rata Share of Real Estate Taxes. Landlord estimates that the initial Tenant's Pro Rata Share of Real Estate Taxes will be \$10 per square foot; provided that said amount is an estimate only and Tenant shall pay its full Pro Rata Share of Real Estate Tax Charge, as and when billed by Landlord.
- 1.17 Rent Payment Address: c/o CP2 Management, LLC, 225 West Hubbard Street, #501 Chicago, Illinois 60654
- 1.18 The following exhibits are attached hereto and made a part of this Lease:
 - Exhibit A Site Plan of the Retail Area and the Premises
 - Exhibit B Rules and Regulations
 - Exhibit C Left Blank
 - Exhibit D General Requirements for Tenant's Work
 - Exhibit E Tenant's Initial Work Plans
 - Exhibit F HVAC Maintenance Contract Requirements

**ARTICLE II
PREMISES; USE;
PRO RATA SHARE; RETAIL AREA; COMMON AREA**

Section 2.1 Premises

Landlord leases to Tenant, and Tenant rents from Landlord, the space in the Retail Area designated at Section 1.2 hereof and shown on the Site Plan attached hereto as Exhibit A (herein called the "Premises").

The Premises contains the approximate number of square feet set forth in Section 1.3. Within 90 days after the Possession Date, either party shall have the right to measure the actual square footage of the constructed leasable area of the Retail Area and the Premises, and if the actual square footage is more or less than the square footage set forth in Section 1.1 and Section 1.3 respectively, the Base Rent payable hereunder (as well as Tenant's Pro Rata Share and the Allowance) shall be adjusted based upon the actual square footage of the Premises as determined by such measurement, and Section 1.3 and the other relevant Sections shall be modified accordingly. The Premises and Retail Area shall be measured by BOMA Standards. As used herein, "BOMA Standards" shall be deemed and construed to refer to the American National Standard Method of Measuring Floor Area in Retail Buildings, published by the Building Owners and Managers Association International. If the parties cannot reach agreement as to actual square footage of the Retail Area and the Premises, the parties shall in good faith select an architect (the "Resolution Architect") to measure the Retail Area and Premises. The measurement of the Resolution Architect shall be final and binding on all parties shall be revised and reconciled as provided herein. Tenant and Landlord shall each be responsible for one-half of the fees and costs payable to the Resolution Architect.

Section 2.2 Retail Area

The Retail Area, Building and the Common Area shall otherwise at all times be subject to the exclusive control and management of Landlord, subject to the terms of this Lease. So long as the Lease remains in full force and effect, Tenant and its business invitees and customers shall have the nonexclusive and continuous right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Area subject to such reasonable regulations as Landlord may from time to time impose and the rights of Landlord set forth herein, as such regulations are described in Section 2.5B.

The Site Plan is provided for informational purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Retail Area, Building and/or stores located thereon will be exactly as indicated on said Site Plan, or that the other tenants which may be referenced on said Site Plan will be occupants of the Retail Area or Building.

Section 2.3 Pro Rata Share

Tenant's "Pro Rata Share" shall be the percentage equal to a fraction, the numerator of which shall be the square footage of the Premises specified in Section 1.3 and the denominator of which shall be the square footage of the constructed leasable area of the Retail Area. Tenant's Pro Rata Share may be adjusted from time to time as the square footage of the constructed leasable area of the Premises or the Retail Area changes pursuant to Section 2.1. The parties agree that the Tenant's Pro Rata Share as of the Effective Date is fifty-nine and 56/100 (59.56%) percent.

Section 2.4 Use/Roof Use/Parking Spaces

A. Tenant is permitted to use the Premises for the purposes specified in Section 1.8, and for no other purpose whatsoever and for no use that is in violation of the uses listed in this Section 2.4 below. The specific use specified in Section 1.8 is a material consideration to Landlord in order that there be maintained within the Retail Area an appropriate tenant mix. Tenant shall obtain, at its own expense, all necessary governmental licenses and permits for its use.

Under no circumstances shall Tenant use the Premises or shall Landlord permit any other tenant in the Building to use any portion of the Building for any of the following uses: automobile sales or repairs; bar serving alcoholic beverages; funeral parlor; massage parlor; hotel or lodging facilities; gun range; off track betting establishment (except incidental sales of state lottery tickets); a so-called "flea market" or other operation selling used goods; any business or use which emits offensive odors, fumes, dust or vapor, or constitutes a public or private nuisance, or which create a fire, explosive or other hazard; manufacturing facility; warehouse (except incidental to a retail operation); adult book store or similar store selling or exhibiting pornographic as a substantial part of its business; night club, discotheque or dance hall; swap shop or thrift shop (other than a school fundraiser); vapor shop; cannabis dispensary; store selling merchandise that is used, damaged or discontinued (other than a school fundraiser), except stores operated similar to that currently operated by the Grow Biz chain; arcade; game room; billiard room; facility for the sale of paraphernalia for use with illicit drugs (collectively, "Restricted Uses"); provided, however, in no event shall such Restricted Uses include lawful uses reasonably ancillary and incidental to the Permitted Use of school and general/administrative offices use, including without limitation, the use of the Premises by third party vendors and suppliers of such uses.

B. Tenant shall have the right and license, at no additional Base Rent or Additional Rent (provided that Tenant shall pay all utility costs for the roof) to use the portion of the roof of the Building designated on Exhibit A ("Tenant's Roof Area") to construct, at its sole cost and expense, and use the Tenant's Roof Area as a children's play area. Any such children's play area on the Tenant's Roof Area shall be subject to Tenant obtaining all necessary permits and approvals from the City of Chicago (the "City") for such use. Landlord shall have no obligation to construct any improvements on or to the

Tenant's Roof Area in order for Tenant to use it as a children's play area and any such improvements, including those necessary and required by the City, shall be installed, and paid for, by Tenant. Landlord shall not allow any other tenant, occupant or party to occupy the Tenant's Roof Area. Landlord acknowledges that Landlord has the obligation to repair and maintain the roof as set forth in this Lease; provided, however, Tenant shall be responsible for the repair and maintenance of the Tenant's Roof Area to the extent such repair and/or maintenance results from Tenant's use of the Tenant's Roof Area or the negligent or willful act or omission of Tenant, its employees, agents, contractors or visitors.

C. Tenant and Tenant's guests, employees, customers and invitees shall also have the right, at no additional Base Rent or Additional Rent to the exclusive use of five (5) designated parking spaces located behind the Building as shown on Exhibit A ("Tenant's Parking Spaces" or "Parking Area"). Landlord, at its sole cost and expense (but subject to reimbursement as provided in Section 12.1 hereof), shall be responsible for the maintenance and repair of the Parking Area and shall remove all snow, ice and debris that accumulate in the Tenant's Parking Spaces, and Tenant may take reasonable steps to enforce its exclusive right to park in said Tenant's Parking Spaces, including posting signs and towing unauthorized vehicles at the vehicle owner's expense.

Section 2.5 Common Area

A. "Common Area" shall mean all areas of the Retail Area and Building which are now or hereafter made available by Landlord, from time to time, for the common and joint use and benefit of Landlord, Tenant and other tenants of the Retail Area, including but not limited to: walkways; common parking areas; exterior sidewalks; exterior landscaped areas; service corridors, if any; loading platforms, truck docks, truck ways and delivery/service areas, if any; multi-tenant monument signs; any signs that identify the Retail Area and Building; electrical rooms; plumbing rooms; mechanical rooms; refuse and dumpster areas; service areas; directory signs and equipment; retaining walls; building enclosures; the roof (other than Tenant's Roof Area); exterior walls and fences; lighting facilities; sewer lines; water mains; mechanical equipment; pipes, ducts, conduit wires; and such other areas of the Retail Area and Building that are intended for the common and joint use and benefit of the Landlord, Tenant and other tenants of the Retail Area, and the improvements and facilities located thereon, which are designated from time to time as provided herein.

B. The Retail Area, Building and the Common Area shall at all times be subject to the exclusive control and management of Landlord, subject to the terms of this Lease. So long as the Lease remains in full force and effect, Tenant and its business invitees, employees and customers shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Area subject to such reasonable regulations as Landlord may from time to time impose (upon notice to Tenant) and the rights of Landlord set forth herein. The initial rules and regulations are set forth on Exhibit B attached hereto and made a part hereof. Landlord agrees that any changes to or enforcement of the rules and regulations will be commercially reasonable and will not unreasonably interfere with Tenant's use of the Premises and will not cause Tenant to incur any significant additional expenses. Tenant agrees to cause its concessionaires, officers, employees, agents and customers to abide by such rules and regulations. Landlord will make reasonable efforts to uniformly apply the rules and regulations consistently to all tenants, and Landlord agrees not to enforce any rules and regulations in a manner discriminatory to Tenant.

C. Without limiting the generality of the foregoing, Landlord has the right, in its management, control and operation of the Retail Area, the Building and Common Area, to do and perform such acts in and to the Retail Area, the Building and Common Area as Landlord determines to be advisable for the Retail Area, the Building and the Common Area, including, but not limited to: changing the name or street address of the Retail Area or the Building (excluding Tenant's 610 W. Schubert entrance address); obstructing or closing off all or any part of the Common Area or the Building for the

purpose of maintenance, repair, construction, to prevent the acquisition of public rights therein or for other reasonable purposes; using any part of the Common Area, the Building or Retail Area (excluding the interior of the Premises) for merchandising, display, decorations, entertainment, and structures designed for retail selling or special features or promotional activities; changing the area, level, location, arrangement or use of Retail Area, the Building and the Common Area or any part thereof; constructing other buildings, structures, or improvements in the Retail Area, the Building or the Common Area and making alterations thereof, additions thereto, subtractions therefrom, or rearrangements thereof; and constructing additional buildings or facilities adjoining or proximate to the Retail Area, the Building or the Common Area; erecting both temporary and permanent kiosks; exclude, expand, change, modify, add to or subtract from (i) the size and dimensions of the Retail Area, the Building or the Common Area, and any part thereof or any Retail Area adjoining the same, (ii) the number, location and dimensions of the stores and floors in the Retail Area and/or Building, (iii) the identity and type of stores and tenants in the Retail Area, (iv) the signs (pylon/monument and otherwise) installed or to be installed in the Retail Area or the Building, or (v) the design or decorating of any portion of the Retail Area, the Building or the Common Area.

Landlord's rights under this Section may be performed so long as (a) access to, use of, and the visibility of, the Premises is not unreasonably denied or obstructed and (b) the business operated in the Premises by Tenant is not adversely interrupted (except to a de minimis extent), and (c) Tenant's rights under this Lease are not adversely interfered with or adversely impacted (in each case, except to a de minimis extent), including without limitation, its parking and sign rights.

Section 2.6 Option to Extend Term

A. Tenant, by written notice to Landlord given no later than November 1, 2030, shall have the option to renew this Lease for an additional five (5) Lease Year period commencing on August 1, 2031 (the "First Option Period"), pursuant to all of the terms, covenants, and conditions of this Lease and at the Base Rent set forth in Article IV hereof provided that at the time the notice hereinabove referred to is given and at the time the First Option Period commences, Tenant is not materially in default hereunder beyond applicable notice and cure periods set forth in the Lease. Such renewal shall be documented by a written agreement signed by both parties.

B. Tenant, by written notice to Landlord given no later than November 1, 2035, shall have the option to renew this Lease for an additional five (5) Lease Year period commencing on August 1, 2036 (the "Second Option Period"), pursuant to all of the terms, covenants, and conditions of this Lease and at the Base Rent set forth in Article IV hereof provided that at the time the notice hereinabove referred to is given and at the time the Second Option Period commences, Tenant is not materially in default hereunder beyond applicable notice and cure periods set forth in the Lease. Such renewal shall be documented by a written agreement signed by both parties.

ARTICLE III LEASE TERM

Section 3.1 Term

The Term of this Lease shall be as set forth in Section 1.4, commencing on the Commencement Date specified in said Section 1.5 and ending on the Expiration Date specified in said Section 1.6, unless sooner terminated or extended pursuant to any provision of this Lease.

Section 3.2 Lease Year Defined

The term "Lease Year" means a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Commencement Date and runs from August 1, 2021 to July 31, 2022. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

Section 3.3 Confirmation of Dates

Upon the request of either party, both Tenant and Landlord agree to execute a reasonable written instrument certifying the Possession Date, the Commencement Date, the Rent Commencement Date, outside dates for Tenant's exercise of Options, the Expiration Date of this Lease as well as the date Tenant opened the Premises for business to the general public, provided that this Lease shall not be affected in any manner if either party fails or refuses to execute such instrument.

Section 3.4 Binding Effect

Notwithstanding the Commencement Date and the Rent Commencement Date of the Term of this Lease, the parties shall be bound by all the terms, covenants, conditions and provisions contained herein from and after the Effective Date.

**ARTICLE IV
RENT**

Section 4.1 Payment/ACH Payments

All Base Rent shall be payable in advance upon invoicing, without prior demand or any right of offset or deduction (except as otherwise provided herein), in equal monthly installments on the first Friday of each calendar month of the Term hereof. If the payment date falls on a State or Federal holiday, payment shall be due on the first (1st) business day following. Tenant shall pay all Base Rent to Landlord in lawful money of the United States of America at the address stated in Section 1.18 or to such other persons or at such other places as Landlord may designate in writing.

Tenant's covenant to pay Base Rent and Additional Rent under this Lease is an independent covenant of Tenant and shall not be subject to any abatement, deduction, counterclaim, reduction, set off or defense of any kind whatsoever (except as otherwise provided herein).

Landlord shall have the right to require that Tenant pay Base Rent, and all other amounts due under this Lease, to Landlord via Automated Clearing House payments ("ACH Payments"). Tenant and Landlord agree to cooperate with each other to complete all necessary forms and to provide any information needed to facilitate Tenant's ACH Payments within thirty (30) days of Landlord's written request therefore. Landlord agrees that any late payment of Base Rent or any other amounts payable under this Lease due to the transitioning to ACH Payments shall not be considered a default or breach of this Lease.

Section 4.2 Past Due Rent and Late Charge

If Tenant shall fail to pay any Base Rent or Additional Rent on or before the expiration of the notice and cure period provided for in Section 13.1 hereof, Tenant shall be obligated to pay a late payment charge equal to five (5%) percent of the amount due to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, will the charges permitted under this Section 4.2 or elsewhere in this Lease, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest and in no event shall any amount due hereunder be compounded. Notwithstanding anything above to the contrary, Tenant will not be obligated to pay a late fee for the first two (2) delinquent payments in any calendar year if such payment or payments are received by Landlord no more than ten (10) days after written notice from Landlord to Tenant that such payment(s) are past due.

Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check,

that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

The five (5%) percent of the amount due additional administrative fee set forth above is intended as reasonable estimate of Landlord's administrative costs and damages because of Tenant's failure to pay Base Rent or Additional Rent on a timely basis. The parties agree that this administrative fee is reasonable, bears significant relation to the actual administrative costs that Landlord might sustain, which administrative costs Tenant and Landlord agree would be uncertain and difficult to prove, and is not a penalty for Tenant's failure to pay Base Rent and Additional Rent. The acceptance by Landlord of said administrative fee shall not preclude Landlord from seeking and pursuing any other remedy under this Lease.

Section 4.3 Base Rent

Payment of Base Rent shall begin on the Rent Commencement Date. The amount of each monthly installment of Base Rent for the Premises for the Term of this Lease shall be as specified in Section 1.9. Any apportionments or prorations of Base Rent or Additional Rent to be made under this Lease shall be computed on the basis of a 365-day year (based on the actual number of days in the period in question).

Section 4.4 Left Blank.

Section 4.5 Additional Rent.

Tenant and Landlord agree that all other sums excepting Base Rent which may become due under this Lease shall be deemed "Additional Rent". Payment of Additional Rent shall begin on the Rent Commencement Date. Additional Rent shall include: late charges, Common Area Maintenance Charges, Real Estate Taxes and any other sum coming due to Landlord or advanced by Landlord in performance of its obligations herein. Additional Rent, which shall be payable within the time limitations elsewhere provided in this Lease, or if no such time limit is elsewhere provided, within thirty (30) days after receipt of notice from Landlord as to the amount due and payable, together with Landlord's invoice therefor.

ARTICLE V UTILITIES

Beginning on the Possession Date, Tenant shall make application for, obtain, pay for and be solely responsible for all utilities required, used or consumed in the Premises, including, but not limited to, gas, water, (including water for domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services and any similar service. Tenant shall have the right to install or have installed separate utility meters to serve the Premises. Additionally, if Landlord shall elect to supply any utilities to the Premises, then Tenant shall pay to Landlord the cost of its utility consumption and Landlord shall pay the cost of supplying separate metering devices if necessary. Landlord agrees that the cost to Tenant of any utilities supplied by Landlord shall not exceed the amount Tenant would have paid if it independently obtained such service from the local utility supplier to the extent that a relationship exists.

Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond its control or due to Landlord's alteration, repair or improvement of the Premises, the Retail Area or the Building, except to the extent caused by the negligence or willful misconduct of Landlord.

**ARTICLE VI
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**ARTICLE VII
ACCEPTANCE OF POSSESSION**

Section 7.1 “As Is” Delivery

Tenant acknowledges that it has fully inspected the Premises, including but not limited to any and all mechanical equipment, and shall accept possession of same on the Possession Date set forth in Section 1.7 in its "As Is", "Where Is" condition. Tenant also acknowledges that the Premises are suitable for the purposes for which the same are leased, in their present condition. Tenant further acknowledges that Landlord has made no warranties or representations as to either the condition or the suitability of the Premises in terms of the use as specified in Section 1.8.

Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's (i) acceptance thereof in good order and satisfactory condition; and (ii) acknowledgment that the same are in the condition called for hereunder. Tenant agrees that no representations or promises to decorate, alter, repair or improve the Premises either before or after the execution hereof have been made by Landlord or its agents to Tenant, except as provided herein.

Section 7.2 Tenant's Work

All work in connection with the initial upfit of the Premises shall be performed by Tenant, at Tenant's expense, and deemed to be "Tenant's Work". Preliminary conceptual plans and specifications of Tenant's Work are described on Exhibit E (herein called "Tenant's Initial Work Plans"). Consent of the Landlord shall be deemed granted for Tenant's Initial Work Plans. Tenant acknowledges that no work shall commence until Landlord has approved Tenant's Work Plans as set forth in Section 7.3. Tenants Work shall be performed diligently and promptly, at Tenant's expense, in accordance with the requirements of the General Provisions for Tenant's Work, as described on Exhibit D, Article XVII, and the following provisions. Based on the Tenant's Initial Work Plans and the plans approved by the Landlord in Section 7.3 below, Landlord agrees to authorize Tenant to apply to the City of Chicago for zoning, building and occupancy permits to build out and furnish the Premises for Tenant's use. Tenant shall not be required to remove Tenant's Work at the expiration or termination of this Lease. Additionally, Landlord agrees to approve Tenant's application to use the sidewalk and Schubert Avenue immediately south of the Premises as a student parent drop off lane and zone.

Section 7.3 Tenant's Obligations Commencing as of the Effective Date

Tenant shall, no later than sixty (60) business days after the Effective Date, prepare plans and specifications of Tenant's Work, if any, and submit same to Landlord for the Landlord's review and approval. Landlord shall have ten (10) business days after receipt of the plans and specifications in which to approve or disapprove Tenant's plans and notify Tenant of any failure of Tenant's plans to meet with Landlord's approval, which approval shall not be unreasonably withheld or delayed. If the Landlord disapproves of Tenant's plans it shall state its reasoning for the denial and Tenant shall then cause Tenant's plans to be revised and resubmitted to the Landlord for Landlord's approval, which approval shall not be unreasonably withheld or delayed. If Landlord shall fail to respond to Tenant's written request for approval of any such Tenant's Work (herein called a "Tenant's Work Request"), within ten (10) business days after such Tenant's Work Request is made by Tenant, with Landlord's approval or disapproval, then Tenant shall send Landlord a second written request for such approval (herein called a "Second Tenant's Work Request"). If Landlord shall fail to respond to such Second Tenant's Work Request within five (5) business days after such Second Tenant's Work Request is sent to Landlord, with Landlord's approval or disapproval, then such Second Tenant's Work Request shall be deemed approved by Landlord. When Landlord or its designated agent has approved (or has been deemed to have

approved) the original or revised Tenant's plans, said plans, as approved by the Landlord, are herein called the "Tenant's Work Plans". Tenant shall not commence any of Tenant's Work until Landlord has approved the Tenant's Work Plans. Failure by Tenant to timely submit plans shall not delay the occurrence of the Possession Date, the Commencement Date or the Rent Commencement Date. Communications pursuant to this Section 7.3 may be by email or facsimile transmission with confirmation of successful transmission followed by a confirmatory letter.

Notwithstanding anything in this Section 7.3 or the Lease to the contrary, Tenant shall not have to submit plans, nor shall the Landlord's consent be necessary for the installation of Tenant's trade fixtures, painting the Premises or installing flooring or carpet or other similar decorative work in the Premises (collectively, "Cosmetic Alterations").

Section 7.4 Tenant's Construction

Tenant shall commence Tenant's Work, if any, and complete the same in a timely manner in substantial accordance with the Tenant's Work Plans. In no event shall Tenant's failure to fulfill its obligations under this Article VII affect the Possession Date, the Commencement Date, the Rent Commencement Date, or any obligation of Tenant hereunder, and no such failure shall be construed in any way to extend the Lease Term.

All construction work to be performed by Tenant hereunder, if any, shall be performed in a good and workmanlike manner in full compliance with all applicable laws, codes and building requirements of the local authorities. Tenant agrees to procure and pay for all necessary permits, licenses and consents required in connection with such construction and that such construction work shall not unreasonably interfere with the conduct of Landlord's or any other tenant's business in the Retail Area.

Section 7.5 Allowance

So long as Tenant is not in default of this Lease, Landlord shall pay to Tenant, as an "Allowance", the sum of \$791,940.00 (i.e. \$60.00 psf) toward the construction of Tenant's Work, which said amount shall be paid only once during the Term of this Lease and within thirty (30) days of the last to occur of all of the following:

- (a) Tenant's Work shall have been completed in all material respects and in accordance with the provisions of the Exhibits of this Lease and Tenant's Work Plans; and
- (b) Tenant shall have furnished Landlord a standard sworn "owners" statement /affidavit; and
- (c) Tenant shall have furnished Landlord a standard sworn "general contractor's" statement /affidavit; and
- (d) Tenant shall have furnished to Landlord final lien waivers from all general contractors, subcontractors and materialmen who supplied services or material in performing Tenant's Work; and
- (e) Tenant shall have provided Landlord with a copy of the certificate of occupancy (or its equivalent) for the Premises issued by the City; and
- (f) Tenant shall have paid first months Base Rent.

If, after satisfying the above, Landlord does not reimburse Tenant the Allowance amount for Tenant's Work, then Tenant shall give Landlord written notice of same and if Landlord fails to pay Tenant the Allowance within thirty (30) days of Landlord's receipt of said notice, Tenant shall have the

right to offset the unpaid portion of the Allowance against Rent.

ARTICLE VIII LABOR RELATIONS

Tenant agrees to use its commercially reasonable efforts to conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on or about the Premises, the Building or the Retail Area. Tenant further agrees that if any of its employees or agents strike, or if picket lines or boycotts or other visible activities reasonably objectionable to Landlord, are established or conducted or carried out against Tenant or its employees or agents, or any of them, on or about the Premises, the Building or the Retail Area, Tenant shall use commercially reasonable efforts to immediately resolve the dispute giving rise to such strike, picket line, boycott or objectionable activity.

ARTICLE IX LEFT BLANK

ARTICLE X ASSIGNMENT OR SUBLETTING

A. Tenant acknowledges that Tenant's agreement to operate its business in the Premises for the use permitted in Section 2.4 herein during the Term hereof was a primary inducement and precondition to Landlord's agreement to lease the Premises to Tenant. Accordingly, except as otherwise provided in this Article X, Tenant shall not transfer, assign, sublet, enter into license, franchise or concession agreements, mortgage, pledge, encumber, hypothecate or otherwise transfer this Lease or the Tenant's interest in and to the Premises in whole or in part, or otherwise permit occupancy of all or any part thereof by anyone with, under or through it (the foregoing herein referred to as individually as a "Transfer" and collectively as "Transfers") or under it without first procuring the written consent of Landlord, which consent shall be requested as provided in subsection B. below, and shall not be unreasonably withheld or delayed. Any attempt to Transfer without the Landlord's written consent shall be void and confer no rights upon any third person. The prohibitions of this Article X shall be construed to refer to any acts or events referred to whether they occur by operation of law, legal process, receivership, bankruptcy or otherwise.

B. In the event the Tenant proposes to Transfer this Lease it shall first give written notice to Landlord of its intention to do so, which notice shall contain: (1) the name of the proposed assignee, subtenant or occupant (each a "Transferee"); (2) the terms and provisions of the proposed Transfer; and (3) the most recent financial statement or other equivalent financial information concerning the proposed Transferee. Once given, any such notice of proposed Transfer shall be irrevocable for such period of time as is permitted under this Article for Landlord to make an election and for such election to be final.

Landlord agrees, within fifteen (15) business days after receipt of such notice, to either:

1. Not unreasonably withhold or delay its consent; or
2. Reasonably withhold its consent.

If Landlord shall fail to respond to Tenant's written request for consent to Tenant's proposed Transfer (herein called a "Tenant's Transfer Request"), within fifteen (15) business days after such Tenant's Transfer Request is made by Tenant, with Landlord's approval or disapproval, then Tenant shall send Landlord a second written request for such approval (herein called a "Second Tenant's Transfer

Request”). If Landlord shall fail to respond to such Second Tenant’s Transfer Request within five (5) business days after such Second Tenant’s Transfer Request is received by Landlord, with Landlord’s approval or disapproval, then such Second Tenant’s Transfer Request shall be deemed approved by Landlord.

It is hereby agreed that in addition to other reasonable grounds, the withholding of the consent described above will be deemed reasonable if:

- (a) In the reasonable judgment of Landlord, the proposed Transferee:
 - (1) is of a character or engaged in a business which is not in keeping with the standards of Landlord for the Retail Area or;
 - (2) has an unfavorable reputation;
 - (3) has net worth, cash flow, liquidity and profitability sufficient in Landlord’s sole opinion to meet the obligations of the Lease;
 - (4) intends to use the Premises for other than the uses permitted by zoning and such use violates any exclusive granted to any other tenant of the Building (Landlord to notify Tenant of any such exclusive uses); or
 - (5) is a tenant of the Retail Area or a prospective tenant with whom Landlord has had discussions pertaining to the Retail Area during the period six (6) months prior to the date of the proposed Transfer;
- (b) An event of default beyond any applicable notice and cure period has occurred and has not then been cured;
- (c) In the event of an assignment, the proposed Transfer does not obligate the proposed Transferee to assume, and comply with, all of the terms of this Lease from and after the date of the Transfer; or
- (d) The proposed Transfer (i) shall violate any laws or rights granted to other tenants or occupants of the Retail Area, or rights retained by Landlord, or (ii) shall result in a material increase in the Common Area Maintenance Charges.

C. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent attempted Transfer. Receipt by Landlord of Base Rent due hereunder from any party other than Tenant shall not be deemed to be a consent to any such Transfer, nor relieve Tenant of its obligation to pay Base Rent or Additional Rent for the full Term of this Lease; provided, however, the net amount of rent collected from such Transferee shall be applied by Landlord to the rent hereunder. In the event of a full assignment, any permitted Transferee shall remain fully liable to Landlord for the obligations of Tenant hereunder from and after the date of the Transfer and Tenant shall be released from any future obligations under the Lease from the date of transfer going forward.

D. Each such Transfer to which there has been consent shall be by instrument in writing, in form reasonably satisfactory to Landlord, and shall be executed by the Transferor and the Transferee who shall agree in writing for the benefit of the Landlord in the case of an assignment, to assume, be bound by and perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. One executed copy of such written instrument shall be delivered to Landlord. Failure to first obtain in

writing Landlord's consent or failure to comply with the provisions of this Article X shall operate to prevent any such Transfer from becoming effective. Notwithstanding any such Transfer (except as otherwise provided herein), Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

E. It shall be a condition to any consent by Landlord to any such requested Transfer of this Lease or Tenant's interest in and to the Premises that Tenant shall reimburse Landlord One Thousand Five Hundred and no/100 (\$1,500.00) Dollars for administrative and/or legal expense for the review and/or preparation of necessary documents.

F. If the Base Rent or any Additional Rental and/or charges required to be paid arising from any Transfer described herein exceeds the Base Rent or any Additional Rental and/or charges reserved hereunder (computed on a per square foot basis) (after deducting the reasonable costs paid by Tenant to complete such sublease, assignment or Transfer), then Tenant shall remain liable under this Lease and shall be entitled to retain fifty (50%) percent of said excess as compensation for the costs paid by or incurred by Tenant to complete such sublease, assignment or Transfer, and as consideration for Tenant's improvements, furniture, fixtures and equipment and Landlord shall be entitled to the other fifty (50%) percent.

ARTICLE XI CONDUCT OF BUSINESS

Section 11.1 No Covenant to Operate

Tenant shall have no obligation to open for business or operate and conduct within the Premises the business it is permitted to operate and conduct under the provisions of this Lease; provided that when Tenant is open for business, it will conduct its business in a first-class manner consistent with reputable business standards.

Section 11.2 Tenant's Obligations

Tenant represents, covenants and agrees to and with Landlord, that throughout the Term hereof it shall: (i) keep the Premises, including the fixtures, displays, show windows, floors and signs clean, neat, sanitary and safe and in good order, repair and condition (including all necessary replacements, painting and decorating), and shall keep all glass in doors, windows (excluding the exterior of windows which Landlord is responsible for washing) and elsewhere in the Premises clean and in good condition and shall replace promptly all glass which may become damaged or broken with glass of the same quality, ordinary wear and tear and damage by fire or other casualty excepted; (ii) keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Premises and at such levels as may be required by any federal, state or local laws, ordinances, or regulations; (iii) intentionally omitted; and (iv) keep the Premises free from insects and vermin and contract for regularly scheduled extermination service.

ARTICLE XII COMMON AREA MAINTENANCE CHARGES; REAL ESTATE TAXES

Section 12.1 Common Area Maintenance Charges

A. Landlord agrees to maintain the Common Areas, the Building (subject to the obligations of Tenant as provided in Article XVIII) and the Retail Area in good condition and in a clean, orderly, sanitary and safe manner consistent with other similar developments in the Chicago metropolitan area. The Common Areas (including without limitation, the driveways, public entryways, parking areas and entrance ways) and the Parking Area shall be provided with adequate lighting by Landlord. Except for

the obligations of Tenant expressly set forth herein, Landlord, at its sole cost and expense (but subject to reimbursement by Tenant of Tenant's CAM Payment pursuant to the provisions of this Lease) shall repair, replace, manage, insure and maintain the structural portions of the Building, Retail Area and Common Areas in good order, repair and condition as follows:

(i) Landlord shall purchase all supplies and materials used, and labor charges incurred, in performing its duties hereunder related to the operation, maintenance, and repairing of the Building.

(ii) Landlord shall purchase insurance coverage for the Building in accordance with Article XIV below.

(iii) Landlord shall perform all repairs, replacements and general maintenance to the structural portions of the Building, Retail Area and Common Areas, including without limitation the roof, as provided in Article XVIII (but not the nonstructural portions of Tenant's Roof Area, and provided, however, that Tenant shall be responsible for structural repairs to Tenant's Roof Area necessitated by Tenant's negligence or willful misconduct), foundation, and mechanical, electrical plumbing, sewer and heating, ventilating and air conditioning equipment and/or systems up to the point of connection to each space in the Retail Area excluding any such equipment and systems exclusively serving the Premises (subject, in all events to the provisions of Article XVIII hereof), in a good and tenantable condition consistent with other comparable buildings in the City ("Comparable Buildings") (provided, however, Tenant shall be responsible for the maintenance, repair and replacement, such that the Premises remains at all times in good and tenantable condition, of the non-structural portions of the Premises, of Tenant's Work, any alterations, additions, changes or other improvements to the Premises constructed by Tenant and of any auxiliary system installed by Tenant and exclusively serving the Premises, of any equipment and systems exclusively serving the Premises, and all other obligations of Tenant set forth in Article XVIII hereof).

(iv) Landlord shall provide for (a) the removal of trash, rubbish, garbage, and other refuse from the Building, Retail Area and Common Areas in accordance with trash removal specifications to be mutually agreed to by Landlord and Tenant, as well as (b) removal of ice and snow from the sidewalks, driveways, public entryways, parking areas on an as-needed basis.

(v) If Landlord fails to complete any repair, replacement, or maintenance for which Landlord is obligated herein within ten (10) days of written notice from Tenant of a condition requiring repair, replacement, or maintenance (or, if such repair, replacement, or maintenance cannot by its nature reasonably be completed within ten (10) days, Landlord has not commenced within ten (10) days of said notice the repair, replacement, or maintenance and continuously and diligently prosecuted its completion), Tenant may, but shall not be obligated to, commence or complete such repair, replacement, or maintenance. All reasonable sums expended and all costs and expenses incurred by Tenant in connection with any such repair, replacement, or maintenance shall be paid by Landlord to Tenant and shall bear interest from the respective dates when expended or incurred by Tenant at the rate of the lesser of six percent (6%) per annum or the maximum rate then permitted to be charged by law until repaid by Landlord to Tenant. If Landlord fails to pay such reasonable amounts, Tenant shall give Landlord written notice of such failure and if Landlord fails to pay same within ten (10) days of its receipt of Tenant's notice, then Tenant shall have the right to deduct such reasonable sums together with interest, from Rent under this Lease that is due to Landlord from Tenant.

B. "Common Area Maintenance Charges" or "CAM" shall mean those amounts paid or payable by Landlord in connection with the management, maintenance, repair, replacement and operation of the Common Area, the Building, and the Retail Area to the standard set forth above, including, but not limited to, those costs and expenses associated with: landscaping; sprinklers; fire protection oversight,

maintenance, repair and monitoring; utility charges to the extent not separately metered for a particular tenant premises and to the extent chargeable or reimbursable by Building tenants; holiday decorations; insuring the Retail Area and Common Area (including, but not limited to, fire and extended coverage insurance, rent loss, insurance against liability for personal injury, death and property damage and workman's compensation insurance as set forth in Article XIV); roof repairs and replacements for the Building; maintenance, repair and replacement of the exterior walls and structural portions of the Building and the Common Area (including the foundations, footings, flashings, structural portions of the walls, floors and similar items); lighting; removal of snow, trash, rubbish, garbage and other refuse from the Common Areas (excluding the Tenant's Roof Area) and the sidewalks surrounding the Building (unless maintained by a tenant of the Building); window washing; repair, replacement and maintenance of machinery and equipment used in maintenance; personnel to implement services; salary expenses, including unemployment taxes, social security taxes, disability benefits, hospitalization, group insurance; insurance deductibles; costs for employees engaged directly in the operation, maintenance, security and management of the Building and the Common Areas, such expenses to be pro-rated in proportion to the amount of time such employee is engaged in managing the Building; sales and use taxes on purchased goods; maintenance, repair and replacement of the Parking Area; maintenance and repair of any off site traffic signals, traffic improvements and/or parkways adjacent to the Retail Area if Landlord is required by the City to maintain and repair any of the foregoing; Landlord's compliance with future laws and ordinances with regard to the Common Area; amounts incurred for legal and other professional fees relating to the operation and management of the Retail Area and the Common Area; telephone (including cellular/fax/modem) charges; long distance telephone charges; cleaning and painting; maintenance of utility lines, sanitary sewers, storm sewers, domestic water, storm water; directional signs and signals; security and security patrols, if any; the reasonable and customary costs of an on-site leasing/management office, provided, however, that if such managing agent is an affiliate of Landlord, any such fee is no greater than Landlord would pay to an unaffiliated third-party manager for a Comparable Building in the City; installing, maintaining, repairing and replacing burglar or fire alarm systems; package pickup stations; service corridors; walkways and sidewalks; curbs; loading platforms and truck docks, delivery areas; and directory signs and equipment.

C. Notwithstanding the foregoing, Common Area Maintenance Charges shall not, however, include (i) interest and amortization on mortgages and other debt costs; (ii) improvements, repairs or alterations to spaces leased to other tenants; (iii) the cost of providing any service directly to and paid directly by, any tenant; (iv) costs of items to the extent Landlord receives reimbursement from insurance proceeds; (v) any duplicative charges or expenses; (vi) capital expenditures, as defined by generally accepted accounting principles, provided further that Landlord shall have the right to amortize capital expenditures over their useful life (not to exceed 15 years) and include the cost of same (together with interest thereon at the Prime Rate [defined in Section 27.16] plus two [2%] percent in effect as of the date Landlord incurs such expenditure) in Common Area Maintenance Charges; (vii) the initial construction of the Retail Area and any costs to repair or replace defects in said initial construction; (viii) leasing costs of any type, be it procuring tenants or releasing as well as retaining existing tenants; (ix) costs attributable to enforcing leases against tenants in the Retail Area, such as attorneys' fees, and court costs; (x) ground rents; (xi) repairs and maintenance performed in any tenant's exclusive space that was solely for such tenant's exclusive space, and not for Common Area maintenance; (xii) any amounts not actually expended as a contingency funds, reserve funds or sinking funds; (xiii) any costs that are reimbursable to Landlord by other tenants as a result of provisions contained in the specific leases of said tenants in excess of Common Area Maintenance Charges which are otherwise passed through to the tenant; (xiv) all costs of repair or restoration to any portion of the Retail Area due to an eminent domain taking or conveyance of title in lieu of condemnation proceedings; (xv) costs incurred due to violations by Landlord of any of the terms and conditions of any leases in the Retail Area with respect to leased and occupied space at the Retail Area; (xvi) expenses for vacant or vacated space, including utility costs, securing and renovating; (xvii) the initial installation of off-site traffic signals, if required by the City;

(xviii) leasing commissions, costs, disbursements, legal and accounting fees, and other expenses incurred in connection with financing, refinancing or transferring the Building, Common Areas or Landlord's interest therein; (xix) overhead and profit paid to subsidiaries or affiliates of Landlord for management or other services on or to the Building or for supplies or other materials, to the extent that the costs of the services, supplies, or materials exceed the competitive costs of the services, supplies, or materials were they not provided by a subsidiary or affiliate; or (xx) compensation paid to clerks, attendants, or other persons in commercial concessions operated by Landlord.

D. Tenant shall pay to Landlord, on the first Friday of each calendar month, commencing on the Rent Commencement Date and continuing throughout the term of the Lease, one-twelfth (1/12th) of the amount of Tenant's Pro Rata Share of CAM ("Tenant's CAM Payment") as reasonably estimated by Landlord, which may be adjusted from time to time, provided that Landlord may only re-estimate Tenant's CAM Payment once during any Lease Year. "Landlord's Statement" shall mean an instrument or instruments setting forth in reasonable detail Tenant's CAM Payment payable by Tenant for a specified CAM year which Landlord's Statement shall be accompanied by reasonably supporting documentation in connection therewith (including without limitation, an explanation of any new or deleted categories of CAM). Landlord may furnish to Tenant Landlord's Statement setting forth in reasonable line-item detail Landlord's reasonable estimate of Tenant's CAM for such CAM year, and upon receipt of such estimate, Tenant will thereafter pay to Landlord on the first Friday of each calendar month subsequent to receipt of Landlord's Statement an amount equal to one-twelfth of such estimate. Until such estimate has been furnished to Tenant relative to any CAM year, Tenant shall pay to Landlord, on the first Friday of each calendar month during such CAM year, an amount equal to one-twelfth of the Tenant's CAM Payment set forth on the last received Landlord's Statement, and upon receipt of such statement, Tenant's payments shall be adjusted to include all amounts due from Tenant, as reflected on Landlord's Statement.

E. Notwithstanding the foregoing provisions of this Section 12, and beginning in the second full calendar year of the Term, Common Area Maintenance Charges shall not increase in the second full calendar year of the Term, or any calendar year thereafter, by more than five percent (5%) on a cumulative basis during the initial Term and renewal or extension thereof; provided, however the foregoing limitation shall not apply to: (i) costs of obtaining insurance for the Building, (ii) costs of utilities for the Common Areas of the Building, (iii) the costs of snow and ice removal; and (iv) those Common Area Maintenance Charges which vary with occupancy of the Building including, without limitation, cleaning and janitorial costs, trash removal, and other costs which are subject to increases due to union contracts and not subject to Landlord's control.

For purposes of the above Common Area Maintenance Charges five (5%) percent cap, in the event the time period from the Rent Commencement Date to December 31 of the calendar year in which the Rent Commencement Date occurred is less than six (6) full calendar months (a "Partial Year"), then the first full calendar year of the Term shall be the Partial Year *and* the next full calendar year; provided that in the event the time period from the Rent Commencement Date to December 31 of the calendar year in which the Rent Commencement Date occurred is seven (7) full calendar months or more (a "Longer Partial Year"), then the first full calendar year of the Term shall be the Longer Partial Year. For example, and assuming (a) the Landlord's estimate of Common Area Maintenance Charges in Section 1.15 hereof of \$2.05 psf is the actual amount of Common Area Maintenance Charges incurred by Landlord, and (b) a Rent Commencement Date of February 1, 2022, then for the eleven months from February 1, 2022 to December 1, 2022, Tenant shall pay Landlord \$2,254.83 as its monthly Common Area Maintenance Charge (i.e. $13,199 \text{ sf} \times \$2.05 \text{ psf} = \$27,057.95 \div 12$) and for the 2023 calendar year, Tenant's obligation for Common Area Maintenance Charges shall not exceed \$2.15 psf (i.e. $\$2.05 \times 105\%$) excluding (i) the cost of obtaining insurance for the Building, (ii) the cost of utilities for the Common Areas of the Building, (iii) the cost of snow and ice removal; and (iv) those Common Area Maintenance Charges which vary with occupancy of the Building including, without limitation, cleaning

and janitorial costs, trash removal, and other costs which are subject to increases due to union contracts and not subject to Landlord's control, all of which are not subject to the 5% cap.

F. On or before April 30 of each CAM year, Landlord shall deliver to Tenant a Landlord's Statement of reconciliation of Common Area Maintenance Charges and a calculation of Tenant's Pro Rata Share of CAM for the preceding fiscal period. Tenant shall pay Landlord for Tenant's Pro Rata Share of CAM for the fiscal period to which such expenses apply, less any previous payments attributable to that period, within thirty (30) days after receipt thereof. If Tenant's payments for that period exceed the actual amount of Tenant's Pro Rata Share of CAM, Landlord shall credit said excess against Tenant's Pro Rata Share of CAM next due, or, if at the end of the Term, such excess shall be refunded by Landlord to Tenant within thirty (30) days after delivery of Landlord's Statement, provided Tenant is not otherwise in default beyond any applicable notice and cure period. Tenant's obligations shall be prorated to account for any fractional portion of a fiscal period included in the Term of this Lease. Common Area Maintenance Charges shall be deemed Additional Rent hereunder.

G. The rights and obligations of Landlord and Tenant under the provisions of this Section 12.1 with respect to any Additional Rent shall survive the Expiration Date or any sooner termination of the Term; provided, however, notwithstanding anything to the contrary contained in this Lease, in the event Landlord fails to bill Tenant for any Additional Rent on or before the date which is two (2) years after the last day of the year to which such bill applies, then Landlord shall be deemed to have waived the payment of any then unpaid Additional Rent which would have been due pursuant to said bill.

Section 12.2 Real Estate Taxes

A. "Real Estate Taxes" shall mean all general and special real estate taxes, assessments, duties and levies charged, levied and assessed against the Building and the land thereunder, any leasehold improvements, and of all costs and fees (including, without limitation, reasonable attorneys' fees) incurred by Landlord in contesting or negotiating with the public authorities as to same, excluding, however, federal and state taxes on income, death taxes, franchise taxes, "value added" taxes, and any taxes imposed or measured on or by the income of Landlord from the operation of the Building. Notwithstanding anything contained herein to the contrary, Real Estate Taxes shall not include any sales or other use tax or impositions on the Rent payable by Tenant pursuant to any other provision of this Lease. Further, Taxes do not include interest, fines or other penalties due or payable by Landlord as a result of Landlord's failure to make payments and/or file any tax or informational returns when due.

Landlord shall pay, or cause to be paid, all Real Estate Taxes charged against the Building and Land. If any such Real Estate Taxes are or may be payable to the applicable taxing authority in installments over more than one calendar year then, to the extent permitted by its lender, Landlord shall cause such Real Estate Taxes to be paid in installments, and only those installments payable during a calendar year in which the Term of the Lease falls shall be included in Real Estate Taxes for such calendar year in which payment is due. Otherwise, Real Estate Taxes "for" a calendar year shall be deemed to be Real Estate Taxes payable in such calendar year.

Tenant shall pay to Landlord, on the first Friday of each calendar month, commencing on the Rent Commencement Date and continuing throughout the term of the Lease, one-twelfth (1/12th) of Tenant's Pro Rata Share of Real Estate Taxes as reasonably estimated by Landlord, which may be adjusted from time to time.

On an annual or other basis, Landlord shall deliver to Tenant a Landlord's statement of reconciliation of Real Estate Taxes, along with a copy of the tax bill(s) and a calculation of Tenant's Pro Rata Share of Real Estate Taxes. Tenant shall pay Landlord for Tenant's Pro Rata Share of Real Estate

Taxes, less any previous payments attributable to that period, within thirty (30) days after receipt thereof. If Tenant's payments for that period exceed the actual amount of Tenant's Pro Rata Share of Real Estate Taxes, Landlord shall credit said excess against Tenant's Pro Rata Share of Real Estate Taxes next due, or, if at the end of the Term, such excess shall be refunded by Landlord to Tenant within thirty (30) days after delivery of Landlord's statement, provided Tenant is not otherwise in default beyond any applicable notice and cure period. Tenant's obligations shall be prorated to account for any fractional portion of a fiscal period included in the term of its Lease. Real Estate Taxes shall be deemed Additional Rent hereunder.

In the event of the enactment, adoption or enforcement by any governmental authority of any assessment, levy or tax, whether sales, use or otherwise, in lieu of Real Estate Taxes, on or in respect of the Base Rent and Additional Rent derived from the Retail Area, or is imposed on or in respect of the Retail Area as a whole, in substitution of the current Real Estate Taxes, then same shall be deemed included in Real Estate Taxes, and Tenant shall pay to Landlord Tenant's Pro Rata Share of Real Estate Taxes of such assessment, levy or tax. Notwithstanding the foregoing, this shall not impose upon Tenant the obligation to reimburse Landlord for any income, gift, inheritance or estate tax as such taxes are now structured.

B. For the avoidance of doubt, Tenant and Landlord acknowledge and agree that in Cook County, Illinois, Real Estate Taxes are paid in arrears (i.e. taxes "due and payable" in the current calendar year are the taxes that are "assessed and levied" in the prior calendar year) and Tenant's obligation shall be to pay Real Estate Taxes pursuant to this Section that are "due and payable" in the calendar year in which the Term of this Lease occurs and not "assessed and levied" in the calendar year in which the Term of this Lease occurs, prorated as set forth in this Section.

C. If reasonably requested by Tenant and determined to be prudent by Landlord (in Landlord's sole discretion), Landlord shall pursue in good faith an application and proceeding to reduce the Real Estate Taxes or the assessed valuation of the Building and the Land. If Landlord shall receive a refund of Real Estate Taxes for any year, Landlord shall promptly credit against subsequent Additional Rent under this Lease, Tenant's Pro Rata Share of the net refund (after deducting from such total refund the reasonable and out-of-pocket costs and expenses, including, but not limited to, appraisal, accounting and legal fees of obtaining the same, to the extent that such costs and expenses were not theretofore collected from Tenant for such year) and Landlord shall promptly notify Tenant of the amount of Tenant's Pro Rata Share of such net refund inclusive of Tenant's Pro Rata Share of any interest thereon received by Landlord. As a governmental entity, Tenant shall have the right to cooperate with Landlord to obtain a reduction or exemption from the Real Estate Taxes assessed against the Premises.

D. If Landlord elects not to contest such taxes for any year, Landlord shall notify Tenant of such election in advance and within a reasonable time, and hereby authorizes Tenant, to protest and contest the validity or amount of any Real Estate Taxes assessed against the Premises including filing any claims for reduction of such taxes. Tenant shall receive the full pro rata benefit of any reduction of real estate taxes levied against the Premises and 100% of all such savings shall be reflected in Additional Rent at the time the real estate tax bills are issued. Tenant shall also receive a prorated credit after the expiration or termination of this Lease for any reduction of real estate taxes achieved for any year or portion thereof during the Term of this Lease. [If such protest requires the re-subdivision of the Property and assignment of a new PIN for the Premises, Tenant may undertake such subdivision and new PIN process at its sole cost and expense. Landlord shall fully cooperate with Tenant in such process, including signing any forms and appearing at any hearings required for such process. In the event Tenant elects to re-subdivide the Property and obtain a new PIN for the Premises as provided above, upon completion of said process and the new PIN being reflected on the Cook County Assessor's tax rolls, Tenant shall only be responsible for any real estate taxes assessed against such new PIN and its pro rata

share of real estate taxes assessed against any new PIN for the common areas of the Property as part of its Additional Rent payment.

Section 12.3 CAM Audit Rights

Tenant shall have the right, at Tenant's sole cost and expense, to audit the Landlord's records of Common Area Maintenance Charges ("CAM Costs") provided that all the following criteria are met: (a) before conducting any audit, Tenant must pay the full amount of any Common Area Maintenance Charges due, and must not be in default of any material provision of this Lease; (b) in conducting the audit, Tenant must utilize an independent certified public accountant ("CPA") or Tenant employee designated by Tenant; (c) the audit shall be conducted at Landlord's main offices or such other site in the City of Chicago as Landlord may determine during normal business hours; (d) upon receipt thereof, Tenant will deliver to Landlord a copy of the audit report and all accompanying data; (e) Tenant will keep confidential all agreements involving the rights provided in this Section and the results of any audit conducted hereunder, only disclosing such information to Tenant's accountants, legal counsel, officers and managers, and shall cause the CPA conducting said audit to keep such information confidential; (f) Tenant shall not conduct an audit more often than once each calendar year; and (g) Tenant's audit rights shall not cover a period of time in excess of the two (2) calendar years immediately preceding the calendar year of the audit.

In the event that as a result of said audit, CAM Costs have been overbilled by Landlord by four (4%) percent or more, then Landlord shall reimburse Tenant for the reasonable costs of said audit; provided that if Landlord contests Tenant's audit, Landlord shall have no obligation to reimburse Tenant for said audit until Landlord's contest is settled.

In the event any such audit reveals that Tenant's CAM Payment relative to any audit period differs from the actual costs and expenses for which Tenant is responsible for paying under this Lease, either: (i) Landlord shall credit or refund any overpayment to Tenant within thirty (30) days of such audit report; or (ii) Tenant shall pay to Landlord any underpayment within thirty (30) days of such audit report, as applicable, provided, in all events, that if Landlord contests Tenant's audit, Landlord shall have no obligation to provide a credit or refund to Tenant until Landlord's contest is settled.

ARTICLE XIII DEFAULT BY TENANT/LANDLORD

Section 13.1 Tenant Default/Remedies

In the event of (a) any failure of Tenant to pay any Base Rent, Additional Rent or any other amount due hereunder for more than thirty (30) days after written notice of such default shall have been given to Tenant, or (b) any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant or such additional time as is reasonably required to correct such default provided Tenant has commenced to cure same within said thirty (30) day period and is diligently pursuing same to completion, but no longer than sixty (60) days, or (c) intentionally omitted, or (d) if Tenant shall become insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute of any state a petition for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days, or unless such trusteeship or receivership shall be withdrawn or dismissed within sixty (60) days), or (e) if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an agreement, or (f) if Tenant shall abandon the Premises (other than as a result of casualty, condemnation or declarations of emergency by governmental authorities), or suffer this Lease to be taken under any writ of execution (unless such writ is dismissed within 60 days), or (g) if Tenant

breaches or violates the provisions of Article XXVIII hereof (after any required notice as provided therein and the expiration of any stated cure period), then Landlord, in addition to other rights or remedies it may have, shall have the immediate right to terminate Tenant's right to possession of the Premises in accordance with applicable law, Landlord may (with service of notice [as provided herein] and resort to legal process) reenter and may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, all with service of notice (as provided herein) and resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

Section 13.2 Tenant Default/Right to Relet

Should Tenant be in default as provided in Section 13.1 above and Landlord elects to terminate Tenant's possession pursuant to legal proceedings or pursuant to any notice provided for by law, or should Tenant fail to cure a default (after expiration of the applicable notice period) as provided in Section 13.1 above and tenders possession of the Premises to Landlord, then Landlord may either terminate this Lease or may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord therefrom shall be applied: first, to any indebtedness other than Base Rent due hereunder from Tenant to Landlord; second, to pay any costs and expenses of reletting, including Additional Rent, concessions, or abatements, brokers' fees and attorneys' fees, and of costs of such alterations and repairs; third, to the payment of Base Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Base Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such verified deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord should be entitled to recover from Tenant any unamortized portion of any Base Rent which would otherwise have been payable under the terms of this Lease but for concessions or abatements previously granted by Landlord to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, discounted to present value, of the amount of Base Rent reserved in this Lease for the remainder of the lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

In the event of a breach by Tenant of any of the covenants or provisions hereof (after the expiration of any applicable notice and cure period), Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, including self-help remedies; provided that if Landlord exercises self help, it will comply with the provisions of Article XVI hereof with regard to accessing the Premises (except in the event of an emergency) and such entry shall not be construed as a waiver by Tenant of Landlord's obligation to use legal process and 735 ILCS 5/9-201 thru 5/9-218 in the event a Tenant default allows Landlord to evict Tenant.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law, in equity or by statute. Tenant hereby acknowledges that Landlord shall have the right to exercise any remedy available to it under this Lease, at law, in equity or by statute and unless clearly

stated to the contrary in this Lease, no right or remedy conferred upon or reserved to the Landlord under this Lease is intended to be exclusive of any other right or remedy given herein or now or hereinafter existing at law, in equity or by statute.

Landlord shall mitigate its damages as required to do so under Illinois law.

Section 13.3 Legal Expenses

If suit shall be brought for recovery of possession of the Premises, for the recovery of Base Rent, Additional Rent or any other amount due under the provisions of this Lease, or because of the prosecution or defense (by either Landlord or Tenant) of a possession and/or breach of lease action (but no other claims, tort or otherwise) and a breach shall be established, the losing party shall pay to the prevailing party all expenses incurred therefor, including reasonable attorneys' fees.

Section 13.4 Landlord Default/Remedies

Except as otherwise specifically provided herein with respect to time periods less than thirty (30) days, Landlord shall not be in default in the performance of any of its obligations under this Lease unless and until Landlord shall have failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord (with a copy to any Mortgagee, if the name and address of the Mortgagee is known to Tenant) stating with specificity the nature of Landlord's failure to perform such obligation, or such additional time as is reasonably required to correct such default, provided Landlord has commenced to cure same within said thirty (30) day period and is diligently pursuing same to completion. In the event of a Landlord default, Tenant may, but shall not be obligated to, cure the default itself and deduct the reasonable cost and expense thereof from the Base Rent and/or Additional Rent due under this Lease.

Tenant shall be entitled to exercise all rights and remedies available to it under this Lease, at law or in equity, including self help. Mention in this Lease of any particular remedy shall not preclude Tenant from any other remedy at law, in equity or by statute. Landlord hereby acknowledges that Tenant shall have the right to exercise any remedy available to it under this Lease, at law, in equity or by statute and unless clearly stated to the contrary in this Lease, no right or remedy conferred upon or reserved to the Tenant under this Lease is intended to be exclusive of any other right or remedy given herein or now or hereinafter existing at law, in equity or by statute.

ARTICLE XIV INSURANCE

Section 14.1 By Landlord

Landlord agrees to purchase and keep in full force and effect during the Term, including any extension or renewals thereof, insurance under policies issued by insurers of recognized responsibility, qualified to do business in State of Illinois:

(i) Landlord shall carry Commercial General Liability insurance on the Retail Area, the Building and Common Areas providing coverage for not less than Two Million Dollars and 00/100 (\$2,000,000) against liability for bodily injury, personal injury or death, damage or destruction (including loss of use thereof) per occurrence.

(ii) Landlord shall also carry Special Causes of Loss Insurance on all improvements owned by Landlord in the Retail Area, the Building and Common Areas (excluding Tenant's merchandise, trade fixtures, furnishings, equipment, personal property, plate glass or betterments placed there by Tenant at Tenant's cost) for the full insurable value thereof, with such other coverages and such reasonable deductibles as Landlord deems advisable.

(iii) On the Building, the Premises, and the Retail Area and on all improvements in amounts not less than the greater of the then full replacement cost (without depreciation) of the Building, Premises, and Retail Area or an amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time.

The policies shall be endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, and agents, and any other entity as may be designated by Board, are named as additional insureds on a primary basis without recourse or right of contribution from the Board" and shall provide a minimum of thirty (30) days' written notice by the insurance company prior to cancellation, termination or material change in such insurance. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Tenant prior to the Possession Date. The Certificate will identify the Tenant's address as:

Risk Management
Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602

If Landlord fails to comply with such requirements, Tenant shall give Landlord written notice of same and if Landlord fails to comply with these requirements before the expiration of thirty (30) days after its receipt of Tenant's notice, then Tenant may obtain such insurance and keep the same in effect, and Landlord shall pay Tenant the reasonable premium cost thereof to Tenant upon demand.

Any failure of Tenant to demand or receive proof of insurance coverage shall not constitute a waiver of Landlord's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by Tenant that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements.

Any self-insured retentions on referenced insurance coverage must be borne by Landlord. Any insurance or self-insurance programs maintained by Tenant do not contribute with insurance provided by Landlord under this Lease.

The coverages and limits furnished by Landlord in no way limit Landlord's liabilities and responsibilities specified within this Lease or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Lease, if any, or any limitation that might be placed on the indemnity in this Lease given as a matter of law.

Landlord agrees that insurers waive their rights of subrogation against Tenant. Tenant agrees that insurers waive their rights of subrogation against Landlord.

Upon Tenant request, Landlord shall promptly provide a certified copy of any applicable policy of insurance.

Landlord shall register with the insurance certificate monitoring company designated by Tenant and indicated below to maintain a current insurance certificate on file during the entire Term and pay the annual monitoring fee. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

Certificate Monitoring Company:

Topiary Communications Inc.
211 W. Wacker - Suite 220
Chicago, IL 60654
Phone: (312) 494-5709
Email: dans@topiarycomm.net

The website for online registration, insurance certificate submissions and annual fee payments is:
URL: <https://www.cpsvendorcert.com>.

Section 14.2 By Tenant

Tenant agrees to carry Commercial General Liability insurance on the Premises as of the Possession Date through the Term hereof, covering the Tenant and naming the Landlord, Landlord's mortgagee, Landlord's agents and beneficiaries and such other parties as requested by Landlord (if Tenant has been notified of the names of such parties) as additional insureds with terms and companies reasonably satisfactory to Landlord for limits of not less than Two Million and 00/100 Dollars (\$2,000,000) for bodily injury, including death, and personal injury for any one occurrence, One Million and 00/100 Dollars (\$1,000,000) property damage insurance or combined single limit of Two Million and 00/100 Dollars (\$2,000,000). Tenant shall also carry contractual liability coverage recognizing this Lease, products and/or completed operations liability and shall provide a minimum of thirty (30) days' written notice by the insurance company prior to cancellation, termination or material change in such insurance. Tenant also agrees to carry insurance against fire, sprinkler damage and such other risks as are from time to time included in a Special Causes of Loss Insurance, for the full insurable value covering Tenant's Work, all of Tenant's betterments, Tenant's merchandise, trade fixtures, furnishings, wall coverings, plate glass, floor coverings, carpeting, drapes, equipment and all items of personal property of Tenant located on or within the Premises. At the Possession Date, Tenant shall provide Landlord with copies of the certificates evidencing that such insurance is in full force and effect and stating the terms thereof. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability under Section 14.5 hereof and Tenant's insurance obligation shall be subject to reasonable increases, additional and/or different types of insurance at any time, and from time to time, from and after the Possession Date through the Term hereof if Landlord, in the exercise of its reasonable judgment, shall deem same necessary for adequate protection. Within twenty (20) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with. Notwithstanding the foregoing, provided that and for as long as Tenant is a municipal corporation, Tenant shall have the right to self-insure in lieu of providing the insurance required under this Lease.

All such insurance required under Sections 14.1 and 14.2 may be carried in a blanket policy covering the Premises, Building, Retail Area or Common Area, and other locations of Tenant or Landlord, if any, as applicable, provided that each such policy shall in all respects comply with the respective provisions of this Section 14 and shall specify that the portion of the total coverage of such policy that is allocated to the Premises, Building, Retail Area or Common Area is in the amounts required pursuant to this Section 14.

Landlord agrees that insurers waive their rights of subrogation against Tenant.

Section 14.3 Mutual Waiver of Claims

A. Landlord, its agents and employees, shall not be liable for, and Tenant hereby releases the Landlord from any liability whatsoever, and hereby waives all claims for losses and damages, including, but not limited to, actual and consequential loss and damage to the Retail Area or the Building (including

betterments and including the loss of use thereof) sustained by Tenant resulting from any accident or occurrence (including the negligence of Landlord) in or upon any part of the Premises or the Common Area, including any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

B. Tenant, its agents and employees, shall not be liable for, and Landlord hereby releases the Tenant from any liability whatsoever, and hereby waives all claims for losses and damages, including, but not limited to, actual and consequential loss and damage to the Retail Area or the Building (including the loss of use thereof) sustained by Landlord resulting from any accident or occurrence (including the negligence of Tenant) in or upon any part of the Premises and/or the Common Area, including any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

C. Each party will cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. However, such waiver of claims or release of liability shall not be operative in any case where the effect is to invalidate such insurance coverage.

Section 14.4 Increase in Fire Insurance Premium

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage or other insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Premises or the Retail Area resulting from Tenant's specific use of the Premises, other than for educational purposes including as a school and general administrative offices as described herein. In determining whether increased premiums are the result of Tenant's specific use of the Premises (other than for educational purposes including as a school and general administrative offices as described herein), a schedule, issued by the organization making the insurance rate on the Premises showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises.

In the event Tenant's occupancy causes any material increase of premium for the commercial general liability, casualty and other peril insurance rates on the Premises, the Building or Retail Area or any part thereof above the rate for the Permitted Uses, and Landlord provides reasonable evidence substantiating same, Tenant shall pay the additional reasonable premium on such insurance policies by reason thereof. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from Tenant twenty (20) days after rendered, and the amount thereof shall be deemed to be, and be paid as, Additional Rent.

Section 14.5 Mutual Indemnification

A. Except to the extent caused by Landlord's negligence or willful misconduct and subject to the mutual waivers of subrogation herein, Tenant shall indemnify and forever save harmless Landlord, its agents and employees from and against any and all third party personal injury and third party personal property liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, Tenant's use, occupancy, management or control of the Premises or Tenant's conduct or activities in the Retail Area, the Building or Common Area or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its invitees, agents, contractors, employees or servants. This indemnity shall expressly survive expiration or termination of this Lease. Under no circumstances shall Tenant be liable to Landlord for any consequential or punitive damages arising under the terms of this Lease, except for the holdover penalty in Section 25.2.

B. Except to the extent caused by Tenant's negligence or willful misconduct and subject to the mutual waivers of subrogation herein, Landlord shall indemnify and forever save harmless Tenant, its officers, directors, agents and employees from and against any and all third party personal injury and third party personal property liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, Landlord's management and control of the Retail Area, or the Building or Common Area or any part thereof, or Landlord's conduct or activities in the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Landlord, its invitees, agents, contractors, employees or servants. This indemnity shall expressly survive expiration or termination of this Lease. Under no circumstances shall Landlord be liable to Tenant for any consequential or punitive damages arising under the terms of this Lease.

**ARTICLE XV
NO PERSONAL LIABILITY OF LANDLORD OR BOARD OFFICIALS**

"Landlord", as used in this Lease insofar as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Building and the Premises. In the event of any transfer of title, upon written notice to Tenant of such transfer and written assumption by such successor in writing of all obligations arising subsequent to such transfer, the Landlord transferor named herein shall automatically be freed and relieved from and after the date of such transfer of conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed (except for the indemnification obligation in Section 14.5), and provided that any funds in the hands of such Landlord at the time of such transfer shall be turned over to the grantee. Tenant shall look solely to the estate or interest of Landlord in the Building and Retail Area of which the Premises are a part for the satisfaction of Tenant's remedies for collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default or breach by Landlord of any of the terms, covenants and conditions of Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord, its partners or agents shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

Landlord agrees that no Board member, employee, agent, officer or official shall be personally charged by Landlord with any liability or expense under this Lease or be held personally liable under this Lease to Landlord.

**ARTICLE XVI
ACCESS TO PREMISES**

Provided Landlord, its agents, representatives and designees are accompanied by Tenant or its designated representative (provided Tenant makes such representative available to such parties) and subject to Tenant's reasonable security requirements, Landlord, its agents, representatives and designees shall have the right to enter the Premises at any reasonable time outside of regular school operating hours (8 am to 3 pm) when no student or minors are present on the Premises upon at least twenty-four (24) hours prior written notice (except in case of apparent emergency, when entry shall be permitted at any time and without notice) to examine and inspect the same, and/or to perform such maintenance, repairs, additions or alterations as Landlord may deem necessary or proper for the safety, improvement or preservation of the Retail Area and/or the Building; provided that during such access, Landlord agrees to use reasonable efforts not to unreasonably interfere with the Tenant's operation of its business. During the last twelve (12) months of the Term, Landlord shall also have the right to enter the Premises upon at least twenty-four (24) hours prior written notice during Tenant's regular business hours if escorted by Tenant's representative, to exhibit same to prospective purchasers, mortgages, lessees and tenants.

ARTICLE XVII TENANT ALTERATIONS

Tenant shall not make any structural or mechanical alterations in any portion of the Premises, nor make any alterations to the exterior of the Premises without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. If Landlord shall fail to respond to Tenant's written request for approval of any such improvements, alterations, changes, or additions (herein called an "Alterations Request"), within fifteen (15) business days after such Alterations Request is made by Tenant, with Landlord's approval or disapproval, then Tenant shall send Landlord a second written request for such approval (herein called a "Second Alterations Request"). If Landlord shall fail to respond to such Second Alterations Request within five (5) business days after such Second Alterations Request is received by Landlord, with Landlord's approval or disapproval, then such Second Alterations Request shall be deemed approved by Landlord. Other than Cosmetic Alterations, as provided below, Tenant shall not make any alterations without first obtaining the written consent of Landlord, as provided herein. Any Cosmetic Alterations that do not require Landlord's consent shall be subject to the following conditions: (i) such alterations shall not affect the mechanical, electrical, plumbing or utility systems in the Premises or any other tenant space; (ii) Tenant shall deliver not less than thirty (30) days prior written notice to Landlord of such proposed alterations specifying in detail the nature thereof; and (iii) any such alterations shall comply with the provisions of this Lease. All alterations, additions and improvements provided for herein shall become, upon completion, the property of Landlord subject to the terms of this Lease; provided that Landlord shall have the right require that Tenant, upon the expiration or earlier termination of this Lease, remove all Special Alterations placed in the Premises by Tenant, so long as Landlord so advises Tenant before Tenant begins said Special Alterations. In such event, Tenant shall be responsible for any damage caused by such removal.

Communications pursuant to this Section 17 may be by personal delivery, email or facsimile transmission with confirmation of successful transmission followed by a confirmatory letter.

ARTICLE XVIII REPAIRS AND MAINTENANCE

Section 18.1 Landlord's Obligations

Landlord shall keep or cause to be kept the foundations, floor slab, footings, flashings, structural portions of the walls and similar items of the Building and Premises in good order, repair and condition (and replace, as necessary) except for damage thereto due to the act or omissions of Tenant, its employees, agents, contractors or invitees. Landlord shall also keep in good order, condition and repair (and replace, as necessary) all systemic lighting, electrical, plumbing, heating, ventilating and air conditioning fixtures and systems and other utility equipment and appurtenances up to the point of connection to each leased and occupied space in the Retail Area (including up to the point of connection to the Premises) as are necessary to cause the Retail Area (including the Premises except to the extent Tenant is obligated to maintain the Premises in Section 18.2) to comply with applicable laws, ordinances, rules, regulations, directions, requirements and orders of governmental and public bodies and agencies which are now in force or which may hereafter be in force, which shall impose any duty upon Landlord with respect to the use, occupation or alteration of the Retail Area (including the Premises except to the extent Tenant is obligated to maintain the Premises in Section 18.2), such as, but not limited to, the Williams-Steiger Occupational Safety and Health Act and the Americans with Disabilities Act. This Section shall not apply in case of damage or destruction by fire or other casualty or condemnation or eminent domain, in which event the obligations of Landlord shall be controlled by Articles XX and XXI. Except as provided in this Section 18.1, and subject to mutual waivers of subrogation as provided in Article XIV hereof, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any equipment, merchandise, stock in trade, facilities or fixtures

therein, all of which shall be Tenant's responsibility, but Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises, the Building or the Common Area of which Tenant has knowledge. Landlord's costs and expenses to comply with this Section 18.1 may be included in Common Area Maintenance Charges pursuant to Section 12.1 hereof.

Section 18.2 Tenant's Obligations

Tenant shall at all times maintain, repair and replace the non-structural portions of the Premises and the Tenant Roof Area (including all entrances and vestibules), including Tenant's Work, all partitions, windows and window frames and moldings, plate glass, signs, glass, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, electrical, plumbing, heating, ventilating and air conditioning fixtures and systems ["HVAC"]) and other mechanical equipment and appurtenances serving the Premises exclusively including, without limitation, the elevator serving the Premises) and all non-structural parts of the Premises not required herein to be maintained by Landlord in good order and condition, clean, orderly, sanitary and safe, damage by casualty and condemnation excepted, including, but not limited to, doing such things which are non-structural and do not involve Building systems, at Tenant's sole cost and expense, as are necessary to cause the Premises to comply with applicable laws, ordinances, rules, regulations, directions, requirements and orders of governmental and public bodies and agencies which are now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises, such as, but not limited to, the Williams-Steiger Occupational Safety and Health Act and the Americans with Disabilities Act.

If replacement of equipment, fixtures, units, systems and appurtenances described in the prior paragraph of this Section 18.2 thereto are necessary, Tenant shall replace the same with equipment, fixtures, units, systems and appurtenances of the same quality, and shall repair all damages done in or by such replacement.

Tenant shall, as part of its maintenance and repair obligations hereunder, enter into a service contract with a local contractor (reasonably approved by Landlord) for service, maintenance and repair of the HVAC equipment within and/or exclusively servicing the Premises, which shall provide for servicing by such contractor no less often than quarterly. Such Maintenance Contract for the HVAC shall include but not be limited to those requirements appearing on Exhibit F attached hereto and made a part hereof. In lieu of a local HVAC contractor, Tenant may use another vendor or engineer for the HVAC (and such other Tenant obligations hereunder) that it uses at its other locations.

Tenant shall, as part of its maintenance and repair obligations hereunder, enter into a service contract with a local contractor (reasonably approved by Landlord) for service, maintenance and repair of the elevator within and/or exclusively servicing the Premises, which shall provide for servicing by such contractor no less often than quarterly. Such Maintenance Contract for the elevator shall include but not be limited to those requirements reasonably required by Landlord. Landlord represents that the elevator servicing the Premises has been inspected and certified by the City of Chicago. The current certificate is posted in the elevator.

ARTICLE XIX LIENS

Tenant will not create, permit to be created or to remain, and will discharge, insure over or bond, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof and upon Tenant's leasehold interest therein and performed by or through Tenant, its assignees and subtenants, provided that notwithstanding anything to the contrary

contained herein, Tenant shall not be required to discharge, insure over or bond any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord.

If any lien is placed upon the Premises, or the Building or the Retail Area as a result of any work done, or materials furnished to, on behalf of Tenant, its assignees and subtenants, or as a result of any goods or services sold or rendered to Tenant, then Tenant shall, within fifteen (15) days after Landlord has delivered notice of the imposition of the lien to Tenant, cause said lien to be released of record, or diligently contest such lien and insure or bond over to Landlord's reasonable satisfaction, at Tenant's sole expense.

Tenant shall indemnify and forever save harmless Landlord, its agents and employees from and against any and all liabilities, liens, claims, demands, damages, expenses, attorneys' fees, costs, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of, or in any way connected with, any work done, or materials furnished to, on behalf of Tenant, its successors, assigns and subtenants, or as a result of any goods or services sold or rendered to Tenant, its successors, assigns and subtenants, in the Premises, or the Building or the Retail Area. In case Landlord shall be made a party to any litigation commenced against Tenant, its successors, assigns and subtenants, regarding same, then Tenant shall protect and forever hold Landlord, its agents and employees harmless and shall pay all reasonable costs, expenses and attorneys' fees incurred or paid by Landlord in connection with such litigation.

Further, and in the event that Landlord is selling (or refinancing) all or any part of the Retail Area that includes the Premises, and Tenant's Work, if any, has not been completed, and paid for, then Tenant shall deliver to Landlord, upon request, an indemnification (in the reasonable form and content then in use by the Landlord's title insurance company) indemnifying said title company for mechanic lien claims that might attach to the Retail Area as a result of Tenant's Work.

ARTICLE XX DESTRUCTION OF PREMISES

Section 20.1 Fire, Explosion or Other Casualty

In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage, except as is otherwise provided in this Article XX, shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's Work, if any, or betterments, Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, equipment or plate glass. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided; (b) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement; or (c) the Retail Area, the Building or the Common Area are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises, the Building or the Retail Area, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage; provided Landlord shall have no right to terminate this Lease in such event unless Landlord terminates the leases of all other tenants in the Retail Area who are similarly affected. If the casualty, repairing or rebuilding shall render the Premises untenable for Tenant's Permitted Use, in whole or in part, a Pro Rata Share abatement of Base Rent and Additional Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the square footage of the Premises as set forth in Section 1.3 hereof.

In the event that Landlord is required, or elects to rebuild as provided for above, and fails to complete same within 270 days of the occurrence of the event causing the damage, then Tenant shall have the right to terminate this Lease upon giving the Landlord at least thirty (30) days written notice of such election, which notice must be given to Landlord no earlier than 270 days after the occurrence of the event causing the damage and no later than 455 days after the occurrence of the event causing the damage. If Landlord fails to substantially complete such rebuilding before the expiration of said thirty (30) days, then this Lease shall terminate as of the thirtieth (30th) day and neither party shall have any obligation to the other hereunder.

If (i) 25% or more of the Premises is damaged or rendered untenable or inaccessible by a casualty; (ii) Landlord does not give notice to Tenant within ninety (90) days after the occurrence of such casualty of its election to repair all damage to the Premises; (iii) the Building, Common Areas or Parking Area are substantially damaged (and same cannot be repaired within 270 days after the date of such damage, in Landlord's good faith judgment) such that Tenant cannot access, or reasonably conduct business within, the Premises; or (iv) repair of such damage will not be completed within 270 days after the date of such casualty, in Landlord's good faith judgment, or (v) Tenant elects not to terminate this Lease as set forth in the preceding paragraph, but Landlord does not substantially complete the required repairs and restoration of the Premises, Common Areas or Parking Area within the period originally estimated by Landlord, then, if Tenant is unable to operate for the Permitted Use in the Premises, and ceases to do business therein, Tenant may also elect to terminate this Lease. Within ninety (90) days after the casualty, Landlord shall give Tenant written notice of the date that it estimates it shall be able to substantially complete Landlord's restoration work. Tenant must exercise such termination rights, if at all, within the time frame specified in this Section. If such notice of termination shall be given, this Lease shall terminate as of the date provided in such notice of termination (whether or not the Possession Date shall have occurred or the Term shall have commenced) with the same effect as if that date were the Expiration Date.

Section 20.2 Repair of Landlord's and Tenant's Work

The provisions of this Article XX with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the condition that existed on the Possession Date, and when placed in such condition, the Premises shall be deemed restored and rendered tenantable, provided the City of Chicago will issue a Certificate of Occupancy for the repaired Premises (to the extent the City of Chicago generally issues certificates of occupancy after such repair. Within one hundred eighty (180) days thereafter, Tenant, at Tenant's expense, shall complete Tenant's Work, if any, replace its stock in trade, fixtures, furniture, furnishings, floor coverings, equipment and plate glass.

Section 20.3 Determination of Damage

If all or any part of the Premises, the Retail Area, the Building or Common Area is destroyed or damaged as set forth in Section 20.1, an architect reasonably designated by Landlord shall determine the extent of the destruction or damage and provide Landlord and Tenant with a certificate attesting to the condition of the Premises, the Building, Common Area or the Retail Area, as the case may be.

ARTICLE XXI CONDEMNATION

If the whole or more than 25% of the Premises or all access thereto shall be permanently acquired or condemned by eminent domain for any public or quasi-public use or purpose, this Lease shall, at the option of either Landlord or Tenant, terminate as of the date of the vesting or acquisition of title in the condemning authority with the same effect as if said date were the Expiration Date, and all Base Rent and Additional Rent shall be properly apportioned to the date of such taking, and the Landlord shall receive the entire award for the lands and improvements so taken, and Tenant shall have no claim for the value of

any portion of its leasehold estate so terminated; provided that Tenant shall have the right, so long as same does not affect Landlord's award, to seek a separate award for Tenant's loss of business, any relocation expenses or for the taking of Tenant's improvements or personal property if a separate award for such items is made to Tenant. If Landlord or Tenant does not terminate this Lease as provided above and if less than a substantial part of the Premises shall be taken, this Lease shall not terminate but Landlord, at its sole expense, shall promptly restore and reconstruct the Premises, provided such restoration and reconstruction shall make the same reasonably suitable for the uses for which the Premises are leased, but in no event shall Landlord be required to expend any amount greater than the amount received by Landlord as compensation for the portion of the Premises taken by the condemnor. Tenant's rental obligations during the unexpired portion of this Lease shall be adjusted pro rata to reflect the gross leased and occupied area remaining in the Premises, as of the date on which the condemning authority takes title or possession. Notwithstanding anything contained herein to the contrary, if, in Landlord's determination, any significant portion of the Retail Area or the Building shall be taken by the exercise, or under the threat of the exercise of, the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering possession to the public authority, terminate this Lease, and Base Rent and Additional Rent shall be paid or refunded as of the date of termination.

ARTICLE XXII FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, epidemics, pandemics, declarations of emergency by governmental authorities, or other reason of a like nature ("force majeure") not the fault of the party delayed in performing work or doing acts required under the terms of this Lease then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not operate to excuse Tenant from the prompt payment of Base Rent, Additional Rent or any other charges under this Lease. The lack of money by either party shall not be deemed force majeure. Except as otherwise provided herein, either party shall give the other party notice of the occurrence of any force majeure events under this Lease (and the estimated duration of such force majeure events) promptly after the commencement of such force majeure events.

ARTICLE XXIII LEFT BLANK

ARTICLE XXIV SUCCESSION TO LANDLORD'S INTEREST

Section 24.1 Attornment

Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining Term.

Section 24.2 Subordination

This Lease is automatically subject and subordinate to the liens of any mortgages or any lien resulting from any method of financing or refinancing (hereinafter collectively referred to as "Mortgage") now or hereafter existing against all or any part of the Retail Area owned by the Landlord, and to all renewals, modifications, replacements, consolidations and extensions thereof. Upon request, Tenant shall execute and deliver all documents reasonably requested by any such mortgagee or security holder,

provided such mortgagee or security holder agrees in writing with Tenant not to disturb Tenant's possession while Tenant is not in default hereunder. The foregoing notwithstanding any mortgagee or beneficiary may at its option subordinate such Mortgage, trust, deed or other financing instrument to this Lease.

Declaration of Reciprocal Easement Agreements. This Lease may now, or in the future, be subject and subordinate to a declaration of reciprocal easement agreement ("Declaration") and Tenant shall execute such instrument as Landlord requests to evidence such subordination, which Declaration shall not adversely affect Tenant's rights under this Lease, except to a de minimis extent. As of the date hereof, there is no Declaration.

Section 24.3 Estoppel Certificate

Within twenty (20) days after request therefor by either party, the other party shall execute and deliver to the requesting party a written certification stating that this Lease is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by such party), the dates to which Base Rent and Additional Rent have been paid, and such other matters as such party shall reasonably request.

ARTICLE XXV SURRENDER OF PREMISES

Section 25.1 Surrender of Premises

At the expiration or earlier termination of this Lease (or Tenant's right of possession of the Premises), Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord on the Possession Date with Tenant's Work improvements, reasonable wear and tear and condemnation and casualty excepted. Tenant shall promptly repair any damage to the Premises caused by the Tenant's removal of any furniture, trade fixtures or other personal property including, without limitation, items from the Premises that Tenant deems necessary to protect its intellectual property rights, including (without limitation) trademarks, copyrights, and trade dress placed in the Premises, and Tenant's obligations hereunder shall survive the expiration or sooner termination of this Lease.

Any alterations, changes, additions and improvements made by Tenant to the Premises which are difficult or expensive to remove (e.g., vaults, staircases or raised flooring) ("Special Alterations") shall upon the termination of this Lease, be removed by Tenant if so requested by Landlord prior to the installation thereof, provided, however, that Tenant should only have to remove Special Alterations designated as such when Landlord approved same, or be deemed abandoned by Tenant and such abandoned property shall, at Landlord's option, become Landlord's property, and Tenant shall repair or pay for the repair of any damage done by or behalf of Tenant to the Premises resulting from removing same, but not for painting or redecorating the Premises.

Section 25.2 Hold Over

If Tenant holds over or occupies the Premises beyond the Term, or Tenant's right of possession of the Premises (it being agreed there shall be no such holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% of the Base Rent prorated for the number of days of such holding over, plus 100% of all Additional Rent which Tenant is required to pay hereunder had this Lease been in effect. In addition thereto, if such holding over continues for thirty (30) days, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in

delivering possession of the Premises to such succeeding tenant. If Tenant holds over with or without Landlord's written consent, Tenant shall occupy the Premises on a tenancy from month to month and all other terms and provisions of this Lease shall be applicable to such period.

ARTICLE XXVI SIGNS, AWNINGS, CANOPIES

Tenant will not place or permit on any exterior door, window (interior or exterior) or wall of the Premises any sign, awning, canopy, advertising matter, decoration, lettering, façade flags or other thing of any kind which is not first approved by Landlord, which approval shall not be unreasonably withheld or delayed; provided, however, Landlord's approval is not required for any interior sign, advertising matter, decoration, or lettering (any of the foregoing, "signs" or "signage"), in each case, not visible from the exterior of the Premises. In the event Tenant installs any signage in violation of the provisions of this Article XXVI, the Landlord shall have the right to remove the same after giving Tenant five (5) days prior written notice.

Prior to erecting same, Tenant shall submit to Landlord a rendering of Tenant's proposed signage and flags which Landlord shall have the right to approve, which approval shall not be unreasonably withheld or delayed.

Any signs and flags that Tenant maintains and displays inside the Premises, to the extent same are visible from the exterior of the Premises, shall be professionally prepared.

ARTICLE XXVII MISCELLANEOUS

Section 27.1 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 27.2 Successors and Assigns

Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

Section 27.3 Waiver

The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Base Rent or Additional Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Base Rent or Additional Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver be in writing by such party.

Section 27.4 No Partnership

Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.

Section 27.5 Time Is Of The Essence

Time is of the essence of this Lease. A “business day” is defined as any day other than a Saturday, a Sunday, or a legal holiday on which banks in the City of Chicago, Illinois are not open for business. In the event a date of performance of either party under this Lease falls on a bank holiday or a weekend, the date of such performance shall be automatically expended until the next business day.

Section 27.6 Broker’s Commission

Tenant and Landlord warrant each to the other that it has had no dealings with any broker or agent in connection with this Lease except as designated in Section 1.14, Landlord agrees to pay the Broker pursuant to a separate agreement, and each party covenants to pay, hold harmless and indemnify the other from and against any and all costs expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof (except Landlord’s indemnity includes the Broker, and Tenant’s indemnity does not include the Broker), and these indemnities shall survive the expiration or termination of this Lease.

Section 27.7 Entire Agreement

This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 27.8 Applicable Law

The validity, performance and enforcement of this Lease shall be governed by the laws of Illinois.

Section 27.9 Notices

Whenever under this Lease provision is made for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent either by (i) certified mail, return receipt requested, postage prepaid, (ii) personal delivery, or (iii) via an overnight carrier delivery (such as Federal Express or Airborne Express) to the address set forth in Section 1.12 hereof, or to such other address as may be given by a party to the other by proper notice hereunder. The (i) 2nd day after the certified mail is deposited with the United States Postal Service, (ii) the day personal delivery is attained, or (ii) the date the notice is delivered by the overnight carrier shall be the date on which any notice hereunder shall be deemed given.

Section 27.10 Quiet Enjoyment

Landlord covenants and agrees that Tenant, on payment of the sums due hereunder and performance of all the covenants, conditions and provisions on Tenant’s part to be observed and performed hereunder, shall peacefully and quietly have, hold and enjoy the Premises from and after the Possession Date through the Term of this Lease and any extension or renewal hereof, subject, nevertheless, to the terms of this Lease and shall not be disturbed by Landlord or anyone claiming by, through or under Landlord.

Section 27.11 Recording

The parties shall not record this Lease, but upon the request of either party, a memorandum of this Lease may be recorded.

Section 27.12 Execution of Lease

The submission of this Lease for examination or signature does not constitute a reservation of or option for the Premises and this Lease shall become effective as a lease only upon full execution thereof by both Landlord and Tenant, and the delivery of same to each other. Each party may rely upon a facsimile or PDF counterpart of this Lease executed and delivered by the other party as if such counterpart were an original counterpart.

Section 27.13 Accord and Satisfaction

Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

Section 27.14 Authority

The persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the State of Illinois, and that the person executing this Lease on behalf of Tenant is an officer of such Tenant, and is duly authorized to sign and execute this Lease.

The persons executing this Lease on behalf of Landlord hereby covenant, represent and warrant that Landlord is a duly incorporated or duly qualified (if foreign) limited liability company and is authorized to do business in the State of Illinois, and that the person executing this Lease on behalf of Landlord is duly authorized to sign and execute this Lease. Landlord does hereby covenant and warrant that (i) Landlord has full corporate right and authority to enter into this Lease and to perform all of Landlord's obligations hereunder; (ii) Landlord is the fee simple owner of the Building and has the right to lease the Premises; and (iii) the execution of this Lease by Landlord and the performance of the obligations of Landlord under and by virtue of this Lease will not result in a breach of, or constitute a default under, any agreement or other instrument to which Landlord is a party or by which Landlord may be bound or affected.

Section 27.15 Waiver of Jury Trial

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with the non-payment of any money due under this Lease.

Section 27.16 No Presumption Against Drafter

Landlord and Tenant understand, agree and acknowledge that (i) this Lease has been freely negotiated by both parties; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no interference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

Section 27.17 Security

To the extent Landlord provides security to the Retail Area or Common Areas, Landlord does not warrant the efficiency of any such security personnel, services, procedures or equipment. Landlord shall not be responsible or liable in any manner for failure of any security personnel, services, procedures or

equipment to prevent or control or apprehend anyone suspected of personal injury or property damage in, on or around the Retail Area. Landlord consents to Tenant's installation of security cameras and other devices to monitor and secure the entrances and doors serving the Premises.

Section 27.18 Objection to Statements

Tenant shall have two (2) years from the receipt of any statement from Landlord including, by way of example and not by way of limitation, annual Real Estate Tax statements and annual Common Area Maintenance Charges statements, within which to object to the statement in whole or in part. Tenant waives any right it may have to dispute any statement after such two (2) year period and waives any right to make any claims against Landlord for any errors not disputed within said two (2) years.

Section 27.19 Reserved Areas

Landlord reserves all rights to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in (i) the exterior non-storefront portions of the Premises, (ii) air rights above the Building (except Tenant's Roof Area for a playground) and rights to the land and improvements below the floor level of the Premises, and (iii) areas within the Premises necessary for utilities, services, safety and operation of the Building that will not materially interfere with Tenant's use of the Premises including Tenant's Roof Area; provided, such areas do not reduce the size of the Premises.

Section 27.20 Contingency and Termination

The obligations of the parties hereunder shall be contingent (the "Contingency") upon the written approval by the Zoning Board of Appeals of the City of Chicago (ZBA) of that certain special use application filed by the Tenant and known as Board Calendar No. 58-21-S (Special Use) which, if approved, would authorize Tenant to conduct its proposed use in the Premises. In the event the Contingency is not satisfied on or before the one hundred twentieth (120th) day following the Effective Date (which 120th day is herein called the "Contingency Date"), Tenant shall have the right to terminate this Lease by written notice (the "Termination Notice") given to the Landlord on or before the Contingency Date in which event this Lease shall terminate and the terms and obligations of this Lease shall be deemed null and void. The parties may extend the date to obtain approval of the Special Use application by mutual written agreement for such additional period of time as determined by the parties. If Tenant fails to give Landlord the Termination Notice by the Contingency Date, Tenant's shall be deemed to have waived its right to terminate this Lease pursuant to this Section 27.21.

Landlord agrees to cooperate with Tenant in applying for and receiving a Special Use from the City of Chicago to use and occupy the Premises for educational and related uses. Tenant shall provide Landlord with (i) a copy of the Special Use application that they filed with the City of Chicago and (ii) progress status updates, every thirty (30) days, on the Special Use application.

Section 27.21 Indebtedness

Landlord agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Lease as fully set forth herein.

Section 27.22 Contingent Liability

The Illinois School Code prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, the Landlord agrees that any expenditures beyond the Tenant's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget(s).

Section 27.23 Inspector General

Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago 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 27.24 Ethics

No officer, agent or employee of the Board is or shall be employed by the Landlord or has or shall have a financial interest, directly, or indirectly, in this Lease or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics Policy adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of this Lease as fully set forth herein.

Section 27.25 Freedom of Information Act

Landlord acknowledges that this Lease and all documents submitted to the Board related to this Lease are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Lease may be subject to reporting requirements under 105 ILCS 5/34-220. Landlord further acknowledges that this Lease may be posted on the Board's Internet website at www.cps.edu.

Section 27.26 Conflicts of Interest

This Lease is not legally binding on the Tenant 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 terms of office.

Section 27.27 Counterparts

This Lease may be executed in multiple counterparts all of which taken together shall constitute one executed original. For purposes of executing this Lease, any signed document transmitted by facsimile machine or a PDF document transmitted by email transmission shall be considered as an original signature and shall be considered to have the same binding legal effect as an original document. At the request of any party, any document transmitted by facsimile or email shall be re-executed by the applicable parties in an original form, it being agreed that the failure by any part to so re-execute such document shall not affect the binding legal effect of such document.

**ARTICLE XXVIII
ENVIRONMENTAL MATTERS; COMPLIANCE WITH LAWS**

A. Tenant shall not use or permit the use of the Premises or any portion of the Retail Area for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any hazardous or toxic chemical, material, substance or waste, including without limitation, (1) asbestos in any form; (2) urea formaldehyde foam insulation; (3) transformers or other equipment which contain dielectric fluid containing polychlorinated byphenyls; (4) any other hazardous or toxic chemical, material, substance or waste, which is prohibited, limited or regulated by any Federal, State, County, Regional or Local authority (collectively, "Environmental Laws") (all being hereinafter referred to collectively as "Hazardous Substances"); but excluding minimal amounts of Hazardous Substances properly used and stored by Tenant at the Premises for the normal operation and maintenance of Tenant's office equipment and machinery and for cleaning the Premises, provided Tenant's usage, storage, and disposal are in accordance with all Environmental Laws.

B. During the Term of this Lease Landlord shall have the option to retain a consultant who will conduct an investigation of the Retail Area to verify that no portion of the Retail Area (including the

Premises) is being used for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Substance in violation of Environmental Laws. Tenant hereby grants to Landlord, its agents, employees, consultants and contractors the right to enter upon the Premises and to perform such tests on the Premises as are reasonably necessary to conduct any such investigation, subject to Article XVI hereof.

C. Tenant covenants to Landlord that the Premises shall not at any time prior or subsequent to the Possession Date, be used by Tenant, any subtenant or any other person or entity, claiming by, through or under Tenant, for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Substance in violation of Environmental Law.

D. Based solely on, and except as set forth in the Phase I Environmental Site Assessment (ECG Project Number E15219-454) dated June 3, 2015 prepared by Environmental Consulting Group, Inc., Landlord represents to Tenant that Landlord has received no notice of (i) any past or present use, storage or disposal of Hazardous Substances of or on the Premises, or the land thereunder in violation of any Legal Requirements or Environmental Laws, or (ii) any spill, leakage, discharge or release of any Hazardous Substances in or on the Premises, or the land thereunder.

E. At all times, Landlord and Tenant shall comply with all Environmental Laws and all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Building and Premises. Landlord agrees that the Tenant has the right to inspect, sample and analyze the materials, systems and structures in the Premises as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health, or any other municipal or Chicago Board of Education entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Premises with standards or guidelines established by any of the foregoing.

**ARTICLE XXIX
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**ARTICLE XXX
AMERICANS WITH DISABILITIES ACT**

The parties hereto acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and regulations and guidelines promulgated thereunder, as all of the same may be amended or supplemented from time to time (collectively referred to as “ADA”) establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and the Retail Area depending on, among other things: (a) whether Tenant’s business is deemed a “public accommodation” or “commercial facility”, (b) whether such requirements are “readily achievable”, and (c) whether a given alteration affects a “primary function area” or triggers “path of travel” requirements. The parties hereby agree that: (i) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below; (ii) Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises by Tenant under or in connection with this Lease, and (iii) Landlord may perform, or require that Tenant perform, and Tenant shall be responsible for the cost of, ADA Title III “path of travel” requirements triggered by alterations in the Premises by Tenant; provided, however, notwithstanding anything to the contrary contained herein, Tenant shall not be obligated to make structural repairs or alterations in or to the Premises or to the Building systems in order to comply with Legal Requirements, except to the extent future requirements of ADA apply to Tenant’s specific use. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant’s employees.

IN WITNESS WHEREOF, the parties have subscribed their respective signatures in execution hereof, on the day and year written.


LANDLORD:

NRG CS HOLDINGS LIMITED PARTNERSHIP,
a Delaware limited partnership
By: NRG CS GP, LLC, a Delaware limited liability
company, its General Partner

By: 
Name: JOHN MCLINDEN
Its: Manager

TENANT:

**BOARD OF EDUCATION OF THE CITY OF
CHICAGO**


DS



DocuSigned by:


By: _____
Name: Miguel del Valle
Its: President

DocuSigned by:

Attest: _____
Name: Estela Beltran, Secretary

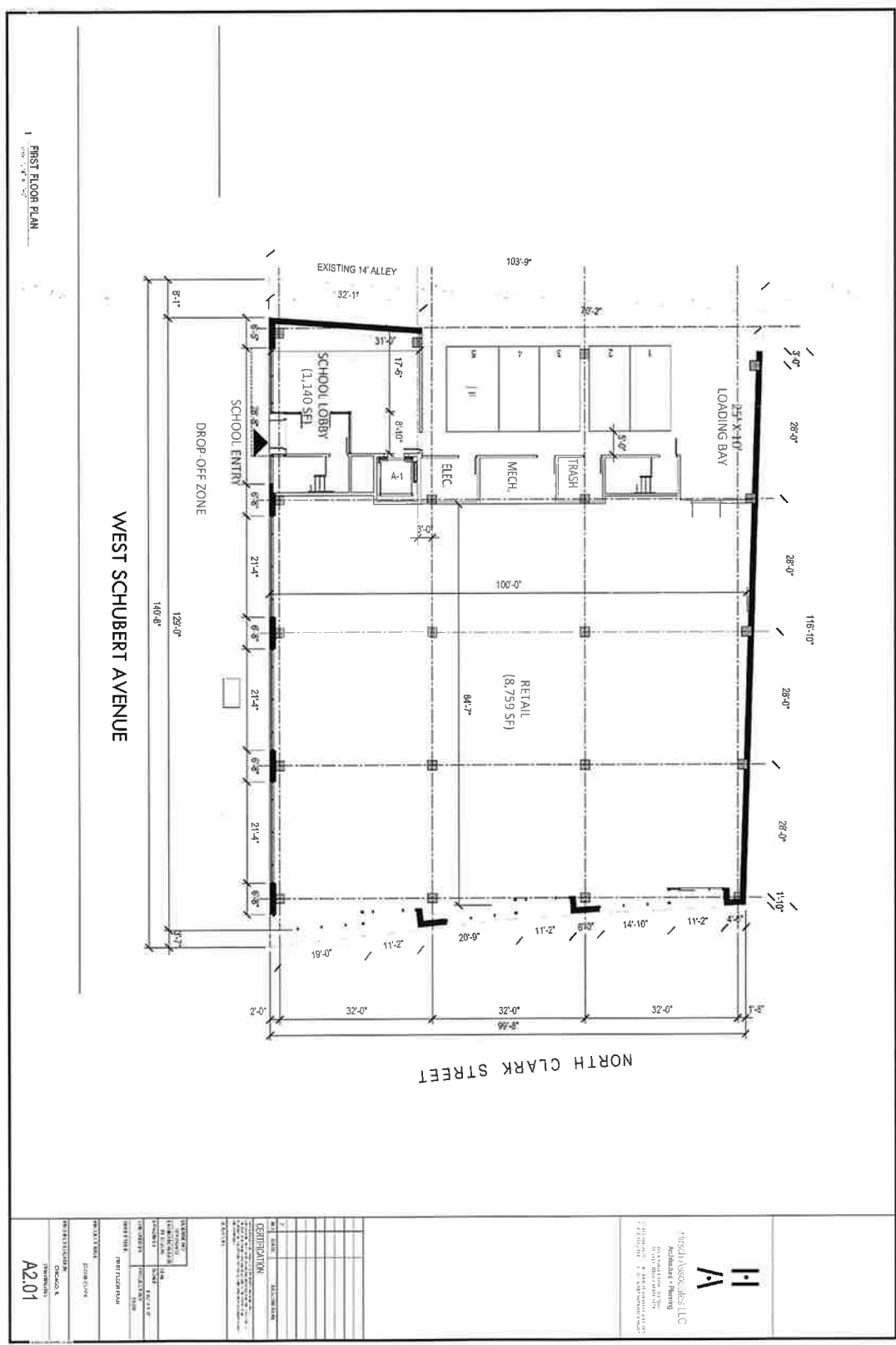
DocuSigned by:

By: _____
Name: Janice K. Jackson, Ed.D
Its: Chief Executive Officer

Board Report: 21-0224-OP2 

Approved as to legal form:


Joseph T. Moriarty, General Counsel

EXHIBIT A SITE PLAN

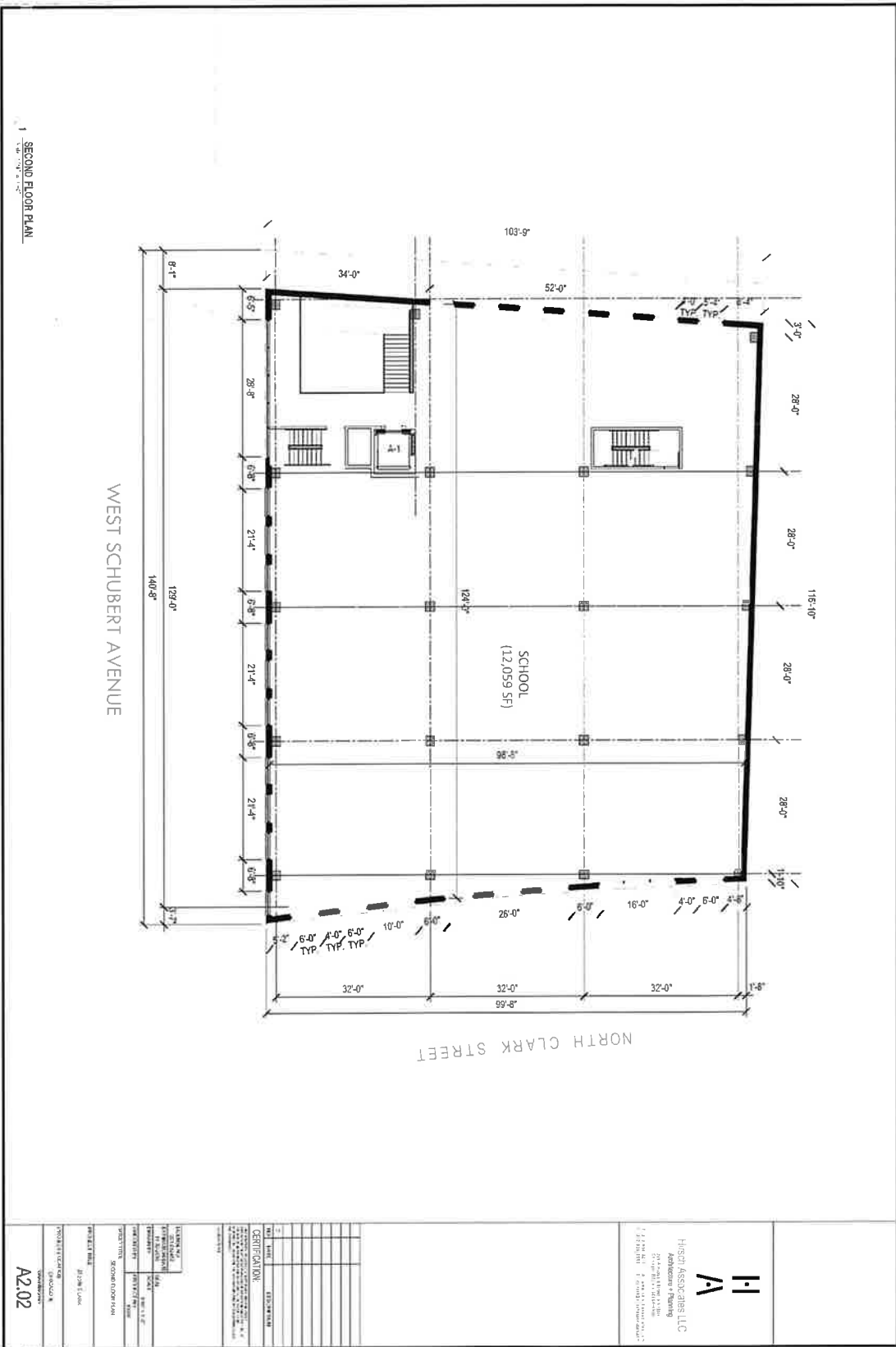


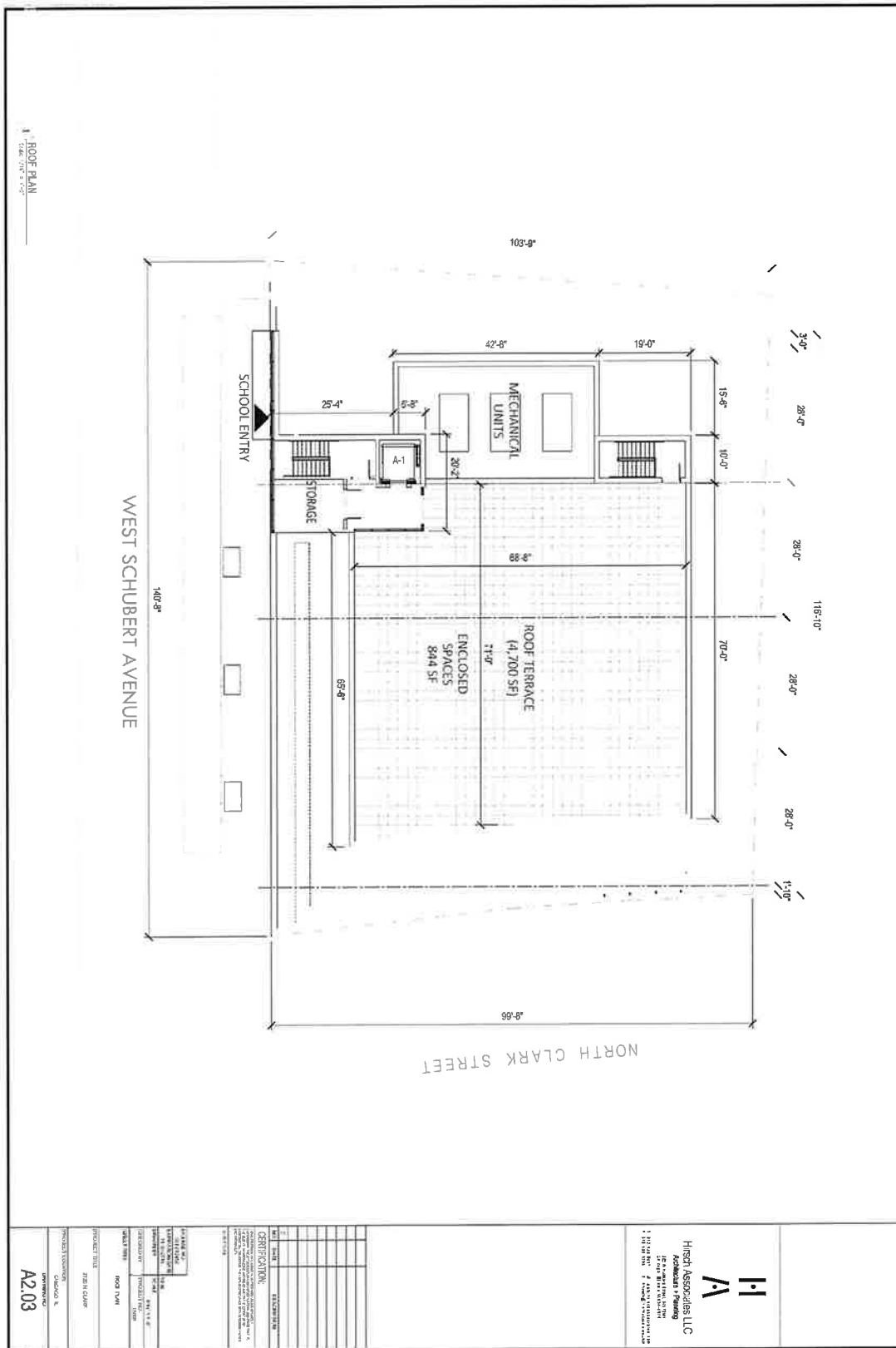
WEST SCHUBERT AVENUE

NORTH CLARK STREET

FIRST FLOOR PLAN

<p>Hirsch Assoc. Inc. Architects & Planners 2140 N. Western Ave. Chicago, IL 60647 Tel: (773) 235-2300 Fax: (773) 235-2301 www.hirschassoc.com</p>		<p>DATE: 03/24/2011 TIME: 10:30 AM</p>																																	
<p>PROJECT NAME: HANCOCK ADDRESS: 125 W. SCHUBERT AVENUE CITY: CHICAGO, ILL. STATE: ILL. COUNTY: COOK</p>	<p>OWNER: HANCOCK PROJECT NO.: 11111</p>	<p>SCALE: AS SHOWN</p>																																	
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NO.	DATE	DESCRIPTION																																	
<p>DESIGNER: J. MOORE & ASSOCIATES PROJECT NO.: A2.01</p>																																			





H.A.
Hirsch Associates, LLC
125 West Belmont Street
Chicago, IL 60604
Tel: 312.467.1100
Fax: 312.467.1101

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	08/20/14

DESIGNER/ARCHITECT:
Hirsch Associates, LLC
125 West Belmont Street
Chicago, IL 60604
Tel: 312.467.1100
Fax: 312.467.1101

DATE: 08/20/14

PROJECT TITLE: 2725 N CLARK

PROJECT NUMBER: CHICAGO, IL
A2.03

EXHIBIT B
RULES AND REGULATIONS

All deliveries or shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made only by way of the rear of the Premises or at any other location reasonably designated by Landlord, and only at such times reasonably designated for such purpose by Landlord. Absolutely no loading or unloading of goods shall occur in any other Common Area. Landlord shall maintain all common loading areas in a neat and clean manner satisfactory to Landlord.

Garbage and refuse shall be kept in the kind of container reasonably approved by Landlord and shall be placed at the location reasonably designated by Landlord, for collection at the times reasonably specified by Landlord; Tenant to pay the reasonable cost of removal, which costs shall be included in CAM. At its option, Landlord may furnish (or authorize others to furnish) a service for the removal of trash from receptacles reasonably designated by Landlord for the regular deposit by Tenant of its trash, garbage, rubbish or other refuse, and, if it shall do so, then during the Term hereof, the costs thereof shall be included in CAM.

No radio, television, phonograph or other similar devices, or aerial attached thereto shall be used in a manner so as to be unreasonably heard or seen outside the Premises.

Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

The outside area immediately adjoining the Premises, including the sidewalk and loading area, shall be kept clean and free from snow, ice, dirt and rubbish by Landlord, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas.

Tenant shall not use the public or Common Areas for business purposes.

Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be permitted therein.

Tenant shall keep the Premises free of pests and insects and Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may reasonably require.

Tenant shall keep all trash, refuse and the like in covered trash receptacles.

Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, including keeping non-customer doors locked and other means of entry to the Premises closed and secured during non-business hours and Landlord, its partners, beneficiaries, participants and their respective officers, directors, employees and agents shall have no responsibility therefor.

Tenant shall not permit any use, practice or condition which shall constitute a hindrance or danger to the safe and orderly flow of either pedestrian or vehicular traffic in the Common Areas and on the streets or alleys in the vicinity of the Retail Area; if any strike, picket line, lockout, boycott or other visible activity reasonably objectionable to Landlord is conducted or carried out by or against Tenant, its contractors, subcontractors or any of their respective employees, on or about the Premises or the Retail Area, Tenant shall take all lawful and reasonable measures to immediately end same including, but not limited to, removing or causing the removal of all personnel therefrom whose presence on the Premises or in the Retail Area is the cause giving rise to such strike, picket line, boycott or objectionable activity.

Without the prior written reasonable consent of Landlord, Tenant shall not operate any coin or token operated vending machine or any device used for the sale of any goods, wares, merchandise, food, beverages or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, food, candy, cigarettes or other commodities, except for a kitchen in the Premises. Landlord's prior written consent shall not be required for those machines and devices which are exclusively for use by employees of Tenant and which are not visible from the exterior of the Premises.

Tenant shall not place objects against glass partitions or doors or windows and will promptly remove same upon notice from Landlord.

Tenant shall not make noises, cause disturbances or vibrations or use or operate any device that emits sound vibrations or disturbances, any of which may be reasonably offensive to Landlord or to other tenants and occupants of the Retail Area or that would interfere with the reasonable operation of any tenant business or with the operation of any device or equipment or radio or television broadcasting or reception from or within the Retail Area or elsewhere.

Tenant shall not decorate, construct, remodel or use the Premises in any manner which could exceed the safe or permitted load bearing capacity of the floor.

Unless otherwise expressly permitted in the Lease, Tenant shall not: (i) use the Premises, nor any part of the Retail Area, nor permit same to be used, for the manufacture, sale, barter, trade, gift or service of intoxicating liquors of any nature whatsoever, as the same shall be defined under the statutes of the United States, Illinois or any municipal or other governmental authority having jurisdiction over the Premises, or (ii) at any time sell, purchase or give away, nor permit the sale, purchase or gift of food in any form by or to any of Tenant's agents, employees, contractors, invitees, licensees or any other parties on the Premises, other than Tenant's kitchen.

EXHIBIT C
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EXHIBIT D
GENERAL REQUIREMENTS FOR TENANT'S WORK

1. Tenant's Work shall be coordinated with the work being done by the other and/or other tenants of the Retail Area to such degree that such Tenant's Work will not unreasonably interfere with or delay the completion of any work by any party and/or other tenants at the Retail Area.

2. Tenant's Work will conform to the following requirements:

(a) All trash containers shall be located within enclosures made of materials with a quality and appearance consistent with the materials on the associated building and, all trash areas shall be shielded from view.

(b) Mechanical units on top of the building constructed on the Premises shall be fully screened from view with a parapet wall on the same plane as the building wall.

(c) No construction debris shall be allowed or permitted on the Retail Area.

3. For any Tenant's Work on the sprinkler, fire alarm or roof, Tenant shall use Landlord's contractor in order to preserve existing warranties, so long as Landlord's contractors are competitive in their pricing and such use would not cause the Tenant to be non-compliant with procurement rules or union requirements, but otherwise Tenant can use its own contractors to perform Tenant's Work.

4. Workmanship and Warranties. All Tenant's Work shall be performed in a Building Standard, workmanlike manner in accordance with Governmental Requirements (defined hereinafter) and shall be in good and usable condition at the date of completion thereof. Tenant shall require all contractors performing any Tenant's Work to guarantee the same from any and all defects in workmanship and materials for one (1) year from the date of completion thereof. Tenant shall be responsible for the replacement or repair, without additional charge, of any and all Tenant's Work done or furnished by or through Tenant which shall become defective within one (1) year after substantial completion of the Tenant's Work. The correction of such Tenant's Work shall include, without additional charge, all expenses and damages in connection with such removal, replacement or repair of any part of the Work which may be damaged or disturbed thereby. "Governmental Requirements" shall mean shall mean the requirements of all federal, state, county, municipal and local departments, commissions, boards, bureaus, agencies and offices thereof, having or claiming jurisdiction over all or any part of the Premises or the use thereof.

5. All warranties or guarantees of materials or workmanship on or with respect to any Tenant's Work shall be written so that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant.

6. All contractors shall be bondable, licensed contractors, capable of performing quality workmanship and working in harmony with the Landlord's general contractor (the "GC") and its subcontractors and other contractors in the Premises.

7. After the Landlord's review and approval of the Tenant's plans, any revisions, addition or cutting of the structure and/or the roof shall be designed by Tenant's structural engineer, shall be clearly identified on the plans and will be subject to Landlord's reasonable approval. Any reasonable third party out-of-pocket costs for review of such revisions or additions by Landlord's structural engineer shall be capped at \$2,500 and reimbursed by Tenant to Landlord, within 30 days of request.

8. Tenant agrees to store building materials in areas reasonably designated by Landlord. Tenant acknowledges that the presence of its agents, contractors or employees on the Retail Area while Tenant is causing Tenant's Work to be completed could interfere with and/or hinder (i) the businesses being operated by other tenants and occupants of the Retail Area, and/or (ii) the performance of work by other tenants and/or contractors. Therefore, Tenant agrees to reasonably co-ordinate any activities of its employees, agents and contractors with Landlord. Tenant covenants and agrees that until Tenant's Work is completed, Tenant's construction activities shall not: (a) cause any unreasonable increase in Landlord's cost to provided normal and customary services to the other tenants of the Retail Area, (b) cause the Retail Area to be in violation of any law, rule, regulation, order or ordinance, or (c) cause any unreasonable disruption of or interference with utility services utilized by the tenants or occupants of the Retail Area.

9. Prior to commencement of any Tenant's Work and until completion thereof and the occurrence of the Possession Date, whichever is the last to occur, Landlord, Tenant, the Tenant's general contractor (the "Tenant's GC"), and the Tenant's GC's subcontractors and Tenant's installers, vendors and subcontractor shall each effect, maintain, and provide the certificates of insurance policies for the following coverage:

a. Builder's risk insurance to cover Tenant's GC, **[Tenant's Architect]**, and if required by Landlord, Landlord's lender, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "extended coverage endorsement" upon all Tenant's Work in place and all material stored at the Retail Area and builder's machinery, tools and equipment, all while forming a part or contained in such improvements or temporary structures while at the Retail Area, all to the full insurable value thereof at all times.

b. Workman's Compensation Insurance in accordance with the laws of the State of Illinois including Employer's Liability Insurance to the limit of no less than \$300,000.00.

c. Comprehensive General Liability Insurance, excluding "Automobile Liability" against personal injury, including death resulting therefrom, to the limits of \$1,000,000.00 for any one person and \$2,000,000.00 for more than one person in any one accident, and against property damage to the limit of \$150,000.00.

d. Automobile Insurance, including "non-owned" automobiles, against personal injury, including death resulting therefrom to the limits of \$500,000.00 for any one person and \$1,000,000.00 for more than one person in any one accident, and against property damage to the limit of \$150,000.00.

All Insurance Certificates shall name Landlord and the following Additional Insured on the Comprehensive General Liability Insurance or any "owned" Automobile Insurance policy:

The Landlord's lender

Such certificates shall include the following statement:

“The coverage afforded the Additional Insureds under this policy shall be primary insurance. If an Additional Insured has other insurance which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company’s liability under this policy shall not be reduced by the existence of such other insurance.”

All contractors at the Retail Area shall not commence any work until all required insurance has been obtained and copies of certificates have been delivered to Landlord.

Protection of Work and Retail Area

1. The Tenant’s GC and subcontractors, vendors and installers, shall each continuously maintain adequate protection of all its work from damage and shall protect the Landlord’s Retail Area from injury or loss arising in connection with such party’s work. Such party shall promptly repair any such damage, injury or loss and shall adequately protect adjacent property as provided by Governmental Requirements and by the GC.

2. Should the Tenant’s subcontractor cause damage to any separate contractor, the Tenant’s subcontractor shall agree, upon due notice, to settle with such contractor.

3. Neither Tenant’s GC nor subcontractors shall make any attachments to or penetrations through the roof deck. All such penetration shall be made by a roofing contractor selected by Landlord and such penetrations shall be performed in a manner which is reasonable acceptable to Landlord and such roofing contractor.

4. Clean Up. Tenant, Tenant’s CG and subcontractor shall be responsible for keeping the Premises clean and in a workmanlike condition at all times.

**EXHIBIT E
TENANT'S INITIAL WORK PLANS**

Tenant shall submit plans for Tenant's Work to Landlord for Landlord's review and approval, which shall not be unreasonably withheld or delayed.

EXHIBIT F
HVAC MAINTENANCE CONTRACT REQUIREMENTS

**Minimum Services Required for Maintenance Contract
of the HVAC Equipment Including
Roof Top, Fan Coils and Exhaust System**

Tenant will provide (4) inspection per year, with a qualified and licensed contractor, which will include the following items:

Lubricate Motors & Bearings as Applicable.

Change Air Filters.

Check Belts for Wear. Adjust to 1" Deflection.

Inspect Evaporator & Condensing Coils. Clean as Required.
(Use Foam Action Cleaner or HP Cleaner of 300 Psi. Max.)

Inspect Fan & Compressor Contractors for Arcing Damage. Clean or Replace if evidenced.

Check Atmospheric Burners and Pilot Assembly. Clean as Required.

Inspect Evaporator & Condenser Fan Blades & Wheels for Balanced Operation & Cleanliness.
Clean as Required.

Inspect Refrigerant Piping & Insulation for Deterioration and Evidence of Refrigerant Leakage.

Check Thermostat Accuracy (+ or - 2°)

Check Operating Pressures, O.a. Temp., Suction, Discharge.

Check General Condition of Cabinetry, Ducting, Curb Flashing and Utility Opening.

Visually Inspect Wheel for Excessive Dirt or Grease Build-up. Clean as Required.

Check Grease Drains, Fire Dampers & Fusible Links (Kitchen Fans Only)

Check External Mounting Plates, Bolts, Cover Hold-downs for Fatigue or Stress Cracks or Excessive Vibration.

Visually Inspect Couplings & Springs for Fatigue or Water/oil Leakage.

Visually Inspect for Leakage, Fatigue Cracks & Gasket Failure and Physically Remove Any Exterior Dirt Accumulation.