

This Agreement will be posted on the CPS website.

COMMERCIAL LEASE

ENANT: THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO, A MUNICIPAL
CORPORATION

PREMISES: 1840 N. CLARK STREET, CHICAGO,
ILLINOIS 60614

EFFECTIVE DATE: OCTOBER 18, 2021

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EXHIBITS

- Exhibit A Legal Description of Land
- Exhibit B REA
- Exhibit C Site Plan For Property Including Play Area

COMMERCIAL LEASE

**ARTICLE 1
BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS**

Section 1.1 Basic Lease Provisions and Definitions. The following terms whenever used in this Commercial Lease (this "Lease") shall have the meanings set forth in this Article unless otherwise limited or expanded elsewhere in this Lease.

1.1.1. EFFECTIVE DATE: October 18, 2021

1.1.2. LANDLORD: JEROME H. MEYER & CO., AGENT for HEMINGWAY ASSOCIATES, LLC ("Owner")

1.1.3. LANDLORD'S ADDRESS: JEROME H. MEYER & CO., 640 North LaSalle Street, Suite 605, Chicago, Illinois 60654

1.1.4. TENANT: THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, also referred to as Chicago Public Schools ("CPS")

1.1.5. ADDRESS OF TENANT: 42 West Madison Street, 2nd Floor, Chicago, Illinois 60602 Attn: Director of Real Estate, with a copy to Board of Education of the City of Chicago, One N. Dearborn Street, 9th Floor, Chicago, Illinois 60602 Attn: General Counsel

1.1.6. INTENTIONALLY OMITTED

1.1.7. INTENTIONALLY OMITTED

1.1.8. PREMISES: 1840 N. CLARK STREET, CHICAGO, ILLINOIS 60614.

1.1.9. SIZE OF PREMISES: APPROXIMATELY 17,808 RENTABLE SQUARE FEET, CONSISTING OF APPROXIMATELY 9,931 RENTABLE SQUARE FEET ON THE FIRST FLOOR AND 7,877 RENTABLE SQUARE FEET ON THE SECOND FLOOR, PLUS THE OUTDOOR PLAY AREA CONSISTING OF APPROXIMATELY 1,300 SQUARE FEET.

1.1.10. DATE OF DELIVERY OF THE PREMISES TO TENANT: UPON THE EFFECTIVE DATE.

1.1.11. TERM: Commencing on June 1, 2022 and ending on the Termination Date for a period of ten (10) years, subject to the Extension Options, as set forth in Subsection 2.3.1.

1.1.12. INTENTIONALLY OMITTED

1.1.13. ANNUAL BASE RENT:

PRIMARY TERM	ANNUAL BASE RENT	MONTHLY BASE RENT
6-1-2022 – 5-31-23	\$587,664 (less 8 months abatement)	\$48,972
6-1-23 – 5-31-24	\$599,418	\$49,952
6-1-24 – 5-31-25	\$611,406	\$50,951
6-1-25 – 5-31-26	\$623,634	\$51,970
6-1-26 – 5-31-27	\$636,107	\$53,009
6-1-27 – 5-31-28	\$648,829	\$54,070
6-1-28 – 5-31-29	\$661,806	\$55,151
6-1-29 – 5-31-30	\$675,042	\$56,254
6-1-30 – 5-31-31	\$688,543	\$57,379
6-1-31 – 5-31-32	\$702,313	\$58,527

FIRST OPTION TERM	ANNUAL BASE RENT	MONTHLY BASE RENT
6-1-32 – 5-31-33	\$716,364	\$59,697
6-1-33 – 5-31-34	\$730,692	\$60,891
6-1-34 – 5-31-35	\$745,301	\$62,109
6-1-35 – 5-31-36	\$760,207	\$63,351
6-1-36 – 5-31-37	\$775,411	\$64,618

SECOND OPTION TERM	ANNUAL BASE RENT	MONTHLY BASE RENT
6-1-37 – 5-31-38	\$790,919	\$65,910
6-1-38 – 5-31-39	\$806,737	\$67,229
6-1-39 – 5-31-40	\$822,872	\$68,573
6-1-40 – 5-31-41	\$839,329	\$69,945
6-1-41 – 5-31-42	\$856,116	\$71,343

1.1.14. INTENTIONALLY OMITTED.

1.1.15. INTENTIONALLY OMITTED.

1.1.16. USE: THE PREMISES SHALL BE USED AS A CPS EARLY CHILDHOOD PRE-K CENTER AND FOR RELATED EDUCATIONAL USES IN ACCORDANCE WITH APPLICABLE LAW, AND FOR NO OTHER USE WHATSOEVER.

1.1.17. INTENTIONALLY OMITTED

1.1.18. INTENTIONALLY OMITTED

1.1.19. SECURITY DEPOSIT: NONE

1.1.20. TERMINATION DATE: May 31, 2032, as may be extended pursuant to Subsection 2.3.2.

1.1.21. LEASING BROKER(S): CBRE, INC. AND CHICAGO REAL ESTATE RESOURCES.

1.1.22. TENANT'S PRO RATA PERCENTAGES:

Operating Costs:	100%
Real Estate Taxes	
(PIN: 14-33-409-023-0000):	100%
REA:	100%

* Note: The foregoing costs to be charged to Tenant exclude any and all costs and REA expenses attributable to the commercial or retail space located at 1852-1856 N. Clark Street, PIN 14-33-409-022.

1.1.23. OTHER DEFINITIONS AND REFERENCES

Abatement Period Commencement Date.....	Section 4.3
ADA.....	Subsection 13.25
Allowance.....	Section 3.5
Building.....	Section 2.1
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Option Exercise Notice..... Subsection 2.3.2
Option Term..... Subsection 2.3.1
other charges Subsection 10.1.1
Owner..... Subsection 1.1.2
Owner Entities Subsection 10.1.8
Parking Spaces..... Section 9.2
Permit Confirmation Notice..... Section 3.2
Permits..... Section 3.1
Plans and Specifications Section 3.1
Play Area..... Section 3.6
Primary Term..... Subsection 2.3.1
Property..... Section 2.1
REA..... Subsection 10.2.1
Real Estate Taxes Section 6.1
Rent Abatement..... Section 4.3
Rent Abatement Period..... Section 4.3
repeatedly Section 12.1
Representative..... Section 5.5
Tenant Audit..... Section 5.5
Tenant’s Change Section 3.2
Tenant Deposit..... Section 3.1
Tenant’s Pro Rata Share of Operating Costs Section 5.4
Tenant’s Pro Rata Share of Real Estate Taxes..... Section 6.2
Tenant’s Work Section 3.1
Term Section 2.3
Title Company..... Section 3.1

Section 1.2 Significance of Basic Lease Provisions and Definitions. Each reference in this Lease to any of the Basic Lease Provisions and Definitions contained in Section 1.1 shall be deemed and construed to incorporate all of the terms provided under each Basic Lease Provision and Definition.

Section 1.3 Enumeration of Exhibits. The exhibits enumerated in this section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

- Exhibit A Legal Description of Land
- Exhibit B REA
- Exhibit C Site Plan For Property Including Play Area

**ARTICLE 2
PREMISES AND TERM**

Section 2.1 Property. Owner is the owner of the Premises, the commercial building of which the Premises form a part (the “Building”) and the land legally described on Exhibit A attached hereto (the “Land”); the Land and Building being sometimes referred to herein

collectively, as the "Property"). The Property is depicted on the Site Plan attached hereto as Exhibit C. Landlord is the agent for the Owner.

Section 2.2 Premises. Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord in "**as is**" condition, subject to and with the benefit of the terms, covenants and conditions of this Lease (including without limitation the provisions relating to the Landlord's Work) the Premises known by the address shown in Subsection 1.1.8.

Section 2.3 Term. TO HAVE AND TO HOLD the Premises for the period commencing on June 1, 2022 (the "Commencement Date") and ending on the May 31, 2032, unless sooner terminated by lapse of time or otherwise pursuant to the terms of this Lease or extended pursuant to Subsection 2.3.2 below (the "Term").

2.3.1. Primary Term. The primary ten (10) year term of this Lease (the "Primary Term") shall commence on June 1, 2022 and end on May 31, 2032, unless sooner terminated by lapse of time or otherwise pursuant to the terms of this Lease or extended pursuant to Subsection 2.3.2 below.

2.3.2. Option Terms. Tenant shall have two (2) successive options (each an "Extension Option") to extend the Term for (5) year periods (each an "Option Term"), with the first Option Term commencing on the day following the Termination Date of the Primary Term and ending on the fifth (5th) anniversary of the Termination Date of the Primary Term, unless sooner terminated pursuant to the terms of this Lease, and the second Option Term commencing on the day following the last day of the first Option Term and ending on the tenth (10th) anniversary of the Termination Date of the Primary Term. Each Extension Option shall be exercised by Tenant only by Notice to Landlord (each, an "Option Exercise Notice"), given not less than nine (9) months prior to the Termination Date in the case of the first Extension Option, and not less than nine (9) months prior to the last day of the first Option Term in the case of the second Extension Option, time being of the essence in each case. The parties agree to execute a mutually acceptable extension document following Tenant's delivery of each Option Exercise Notice; provided, however, each such Option Term shall be deemed duly exercised upon delivery of the applicable Option Exercise Notice. Tenant's Notice of its election to exercise an Extension Option shall be irrevocable. Annual Base Rent for the Option Term shall be at the rates set forth in Subsection 1.1.13. Notwithstanding the foregoing, Tenant may only exercise its right to extend the Term of this Lease, and an exercise thereof shall only be effective, if at the time of Tenant's exercise of said right and on the commencement date of the applicable Option Term, this Lease is in full force and effect and Tenant is not in material default under this lease, and (inasmuch as the Extension Options are intended only for the benefit of the original Tenant named in this lease), if at the time of Tenant's exercise of each Extension Option and on the commencement date of the applicable Option Term, the original Tenant named herein has not assigned this lease, or sublet any or all of the Premises. Without limitation of the foregoing, no sublessee or assignee shall be entitled to exercise an Extension Option and no exercise of an Extension Option by the original Tenant named herein shall be effective, in the event said Tenant has assigned this lease (or subleased any or all of the Premises) as of the time of Tenant's exercise of said Extension Option or as of the commencement date of the applicable Option Term. Landlord shall have the right, at its sole election, to waive any of the conditions precedent to Tenant's effective exercise of an Extension Option as such conditions are described above in this Section 2.3.2, whereupon Tenant's prior exercise of such Extension Option

shall be valid and in full force and effect in all respects. Any such waiver by Landlord must be in writing in order to be effective for purposes of the preceding sentence.

2.3.3. Notwithstanding any provision of this Lease to the contrary, in no event shall Tenant have the right to extend the Term of this Lease beyond the end of the twentieth (20th) Operating Year.

Section 2.4 Intentionally Omitted.

Section 2.5 Reservation of Rights by Landlord. Except as provided Subsection 10.2.9, Landlord reserves to itself the use of the exterior walls, the roof, the air space above the roof, the space below the floors and the exclusive right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through, to or from the Premises and serving other parts of the Premises in locations which will not materially interfere with Tenant's Use or substantially increase Tenant's cost to operate and maintain the Premises.

ARTICLE 3 DELIVERY OF PREMISES AND THE PERFORMANCE OF TENANT'S WORK

Section 3.1 Plans and Specifications for Tenant's Work; Permits. Subject to this Section 3.1, upon delivery of the Premises to Tenant in accordance with the provisions of this Lease, Tenant may, at its sole cost, improve the Premises to meet the classroom and play-space requirements for the pre-kindergarten early education business that Tenant proposes to conduct in the Premises as part of Tenant's Use and to make such other improvements to the Premises as may be reasonably necessary to render the Premises suitable for Tenant's Use. The Tenant's Work may be performed by a contractor or contractors selected by Tenant, subject to the reasonable approval of such contractor or contractors by Landlord. Within a reasonable time (but not more than sixty (60) days) after the Effective Date and prior to the commencement of any alterations or improvements in the Premises by Tenant, Tenant shall submit to Landlord at Tenant's sole cost and expenses, Tenant's plans and specifications for Tenant's Work (as hereinafter defined) (the "Plans and Specifications"). "Tenant's Work" is hereby defined to mean any and all work to be performed by Tenant necessary to render the Premises suitable for Tenant's Use. Landlord shall respond in writing to such Plans and Specifications within ten (10) business days after receipt thereof from Tenant. Landlord shall have the right to reasonably object to or to approve the Plans and Specifications submitted by Tenant for Tenant's Work; provided that if Landlord reasonably objects to the Plans and Specifications, it shall specify its reasons for the objections in reasonable detail. If Tenant, despite its reasonable efforts, fails to provide Landlord, on or before thirty (30) business days after Tenant's receipt of Landlord's objection to the Plans and Specifications, with revised Plans and Specifications reasonably acceptable to Landlord, then Landlord may terminate this Lease by Notice, as provided in this Lease, and upon refund to Tenant of the first month's Rent, in which event neither party shall have any further rights or obligations under this Lease from and after termination except that (i) obligations under provisions under this Lease that by their express terms survive termination of this Lease, and (ii) indemnities by either party against claims by third parties. Within ten (10) business days after Landlord's approval of the Plans and Specifications, Tenant shall apply for and thereafter diligently and continuously pursue all

applicable permits and licenses necessary for construction of Tenant's Work and for Tenant's Use (including without limitation, zoning, building permit (but not the underlying permits for each trade in connection with the building permit), and a special use permit) from the City of Chicago, State of Illinois, and any other applicable governmental authorities (collectively, the "Permits"). Landlord, at no out of pocket cost to Landlord, shall reasonably cooperate with and assist Tenant in its efforts to obtain the Permits and shall execute, to the extent required, any applications for the Permits. Tenant shall provide Landlord with a copy of the building Permit not later than five (5) business days after the date such Permit is issued and, prior to commencing Tenant's Work, Tenant shall confirm by Notice (which notice may be by email) to Landlord receipt of all such Permits. If Tenant applies for and obtains all applicable permits within one hundred twenty days (120) days after the Effective Date and provides Landlord with a copy of the building Permit prior to commencing Tenant's Work, but does not satisfy the exact time requirements above, Landlord agrees that such circumstance shall not be deemed a Tenant Event of Default and shall not be used as a basis for denying payment by Landlord to Tenant of the Tenant Allowance and Demolition Allowance or for termination of the Rent Abatement. If Tenant, despite its diligent and continuous efforts, is unable to obtain the Permits within one hundred twenty (120) days after the Effective Date, Landlord may, at its sole option, elect by written notice to Tenant to pursue the Permits on behalf of Tenant, and Tenant shall assist Landlord and cooperate with Landlord and its designees, in their efforts to obtain the Permits, including the execution and delivery of any documents the City of Chicago or any department thereof or Landlord or its designees may request. Within five (5) days after written demand, Tenant shall reimburse Landlord for any reasonable out of pocket costs incurred by Landlord in its efforts to obtain the Permits. If Landlord does not elect to pursue the Permits, or if Landlord elects to pursue the Permits but is unable to obtain the Permit within thirty (30) days after the expiration of the aforesaid 120-day period, then this Lease may be terminated by either party upon delivery of written notice to the other party prior to the expiration of such thirty (30) day period and neither party shall have any further rights or obligations under this Lease from and after termination except that (i) obligations under provisions under this Lease that by their express terms survive termination of this Lease, and (ii) indemnities by either party against claims by third parties. In the event of such termination by either party, Landlord shall refund the first month's Rent to Tenant within fifteen (15) calendar days of delivery of the written notice. If this Lease is not terminated as provided in this Section 3.1, then the Lease shall remain in full force and effect.

Section 3.2 AS-IS; No Landlord's Work. Landlord shall deliver the Premises to Tenant in its current AS-IS condition and have no obligation to perform any alterations or improvements to the Premises except as specifically provided in this Lease. Landlord represents that the elevator servicing the Premises is in good working order and, to its knowledge, all inspections and certifications requested by the City of Chicago are current and up to date.

Section 3.3 Intentionally Omitted.

Section 3.4 Obligations of Tenant Before the Term Begins. Tenant shall observe and perform all of its obligations under this Lease (except its obligation to operate and to pay rent and those operational charges and taxes not applicable to the construction period prior to June 1, 2022), including, but not limited to, payment of all charges for utilities furnished to or used in connection with the Premises, from the date upon which the Premises are delivered to Tenant until the Commencement Date in the same manner as though the Term began when the Premises were

delivered to Tenant. Landlord shall have no liability whatsoever for loss or damage to Tenant's Work or to fixtures, equipment or other property of Tenant or Tenant's contractors except where such loss or damage is the result of Landlord's negligence or willful misconduct. Prior to the Commencement Date, Tenant shall furnish detailed evidence satisfactory to Landlord as to the cost of Tenant's Work, that Tenant's Work has been substantially completed and paid for in full (with the exception of a holdback amount not to exceed five percent (5%) of the total cost of Tenant's Work for the completion for any "punchlist" items), and that any and all liens which have been, or which may be filed, have been released or satisfied of record or are diligently being contested and insured or bonded over to Landlord's reasonable satisfaction. Tenant shall be solely responsible for the payment for and the performance and quality of Tenant's Work and Landlord shall have no responsibility therefor. Tenant's Work shall be performed and substantially completed in accordance with the Plans and Specifications approved by Landlord and shall be performed in a first class and workmanlike manner in accordance with all laws, rules, regulations and court orders. Tenant shall not commence Tenant's Work until Landlord has been provided with insurance certificates evidencing that the contractors and subcontractors performing Tenant's Work have in full force and effect adequate worker's compensation insurance as required by the laws of the state in which the Premises are located, public liability and builders risk insurance in such amounts and according to terms reasonably satisfactory to Landlord. Any liability of the Landlord or of the Landlord's property for any such work or any other improvements upon the Premises by the Tenant is hereby expressly prohibited. The interest of the Landlord in and to the Premises shall not be subject to liens for improvements made in or to the Premises by Tenant or by Tenant's employees, contractors or agents. Tenant shall, prior to the commencement of the Tenant Work, furnish Landlord with a sworn owner's affidavit with appropriate detail in the total sum of the cost of the Tenant Work. Upon the completion of the Tenant Work, Tenant shall provide Landlord with final waivers of lien matching the original owner's affidavit and any changes thereto. Tenant shall not cause or permit any liens or financing upon any of the Tenant's Work or upon any of the furniture, fixtures or equipment installed in the Premises as a result of the Tenant's Work.

Section 3.5 Tenant Allowance. Landlord shall provide Tenant with an allowance in the amount not to exceed \$1,691,760.00 (the "Tenant Allowance") which Tenant Allowance may only be used by Tenant to pay for hard costs directly relating to Tenant's Work approved by Landlord (the "Eligible Work"). Landlord will disburse directly to Tenant an amount equal to the lesser of; (a) the Tenant Allowance, and (b) the actual cost of the Eligible Work upon completion of the Tenant's Work and receipt by Landlord from Tenant of (i) a sworn owner's statement describing in commercially reasonable detail the Eligible Work performed in the Premises and paid invoices for the cost incurred for each contractor, subcontractor and material supplier who has provided services or materials or both, (ii) customary sworn contractors statements, (iii) an affidavit from Tenant that all of the Tenant's Work has been completed in a good and workmanlike manner and has been paid for in full (with the exception of a holdback amount not to exceed five percent (5%) of the total cost of Tenant's Work for the completion for any "punchlist" items), (iv) an architect's certification that all Tenant's Work has been completed in accordance with the approved Plans and Specifications, and (v) reasonably acceptable final lien waivers executed by all contractors, subcontractors and material suppliers or, if contractor's work or liens are being contested, insurance or bond over such liens (collectively, "Landlord's Requirements"). Landlord will have thirty (30) days after its receipt of all of Landlord's Requirements to inspect the Tenant's Work, to confirm that the amount of the Tenant Allowance requested satisfies the requirements of this section and to disburse the Tenant Allowance due Tenant; provided that no Tenant Event of

Default has occurred and Tenant is open and operating the Tenant's Use from the Premises. Tenant will remove or cause its contractor(s) to remove all waste and debris from the Premises upon the completion of the Tenant's Work. Tenant shall not cause or permit any liens or financing upon any of the Tenant's Work or upon any of the furniture, fixtures or equipment installed in the Premises as a result of the Tenant's Work. Tenant retains the right to dispute and withhold payments to a contractor for non-performance or breach of services without waiving its right to the Tenant Allowance. In the event Tenant does not utilize the entire Tenant Allowance as required in this Section 3.5, then provided that no Tenant Event of Default has occurred and Tenant is open and operating the Tenant's Use from the Premises, any unused portion of the Tenant Allowance shall, at the election of Tenant, be credited against its Rent first becoming due under this Lease.

Section 3.6 Demolition Allowance. Landlord shall provide Tenant with an allowance in the amount not to exceed \$142,464.00 (the "Demolition Allowance") which Demolition Allowance may only be used by Tenant to pay for costs directly relating to the demolition of the interior of the Premises (the "Demolition Work"). Landlord will disburse directly to Tenant an amount equal to the lesser of; (a) the Demolition Allowance, and (b) the actual cost of the Demolition Work upon completion of the Demolition Work and Tenant's Work and receipt by Landlord from Tenant Landlord's Requirements as the Landlord's Requirements relate specifically to the Demolition Work. Landlord will have thirty (30) days after its receipt of all of Landlord's Requirements to inspect the Demolition Work and Tenant's Work, to confirm that the amount of the Demolition Allowance requested satisfies the requirements of this section and to disburse the Demolition Allowance due Tenant; provided that no Tenant Event of Default has occurred and Tenant is open and operating the Tenant's Use from the Premises. Tenant will remove or cause its contractor(s) to remove all waste and debris from the Premises upon the completion of the Demolition Work. Tenant shall not cause or permit any liens or financing upon any of the Demolition Work. Tenant retains the right to dispute and withhold payments to a contractor for non-performance or breach of services without waiving its right to the Demolition Allowance.

Section 3.7 Play Area. Landlord shall cooperate and assist Tenant, at no out of pocket cost to Landlord, to delineate, and obtain the necessary governmental approvals for, one or more outside play areas to the maximum size permitted by applicable laws and ordinances (collectively the "Play Area") in the areas of the Property depicted on Exhibit C attached hereto. Tenant shall be solely responsible, at its sole expense, for constructing, maintaining, repairing and replacing the Play Area and for obtaining and maintaining any and all necessary permits and other governmental approvals required from time to time with respect to the Play Area and the use thereof. Tenant shall operate the Play Area in compliance with all applicable laws, ordinances, rules and regulations and the REA. In no event shall the Play Area be open to the public, either during or after Tenant's hours of operation; it being understood and agreed that the Play Area is solely for the use of Tenant and solely to be open during Tenant's hours of operation for the Permitted Use and all use of the Play Area shall be supervised by Tenant. Landlord shall not charge any additional Rent for Tenant's use of the Play Area. Tenant acknowledges and agrees that neither Landlord nor any third party has made any representation or warranty to Tenant to the effect that Tenant will be able to construct and or use any Play Area under applicable laws and further acknowledges and agrees that Tenant's obligations under this Lease are not conditioned upon its obtaining the necessary governmental approvals to the construction or use of the Play Area or the creation of the Play Area. In no event shall Tenant penetrate the waterproof membrane underneath the Play Area, whether in connection with the installation of fencing or otherwise. In the event

Tenant does penetrate the waterproof membrane, Tenant shall be liable for all costs associated with the repair and/or replacement thereof, and for any and all injury to persons or damage to the premises, improvements, equipment, vehicles and personal property located beneath the Play Area.

ARTICLE 4 RENT

Section 4.1 Rent. Tenant agrees to pay rent and additional rent, in lawful money of the United States in advance via ACH and unless otherwise expressly provided herein, without demand, deduction or setoff to the Landlord, at Landlord's Address or to such other person or at such other place as Landlord may direct by Notice, as herein provided, to Tenant from time to time, at the following rates and times:

(a) on the first Friday of each calendar month, commencing with the Commencement Date and continuing thereafter through and including the Termination Date, subject, however, to the Rent Abatement pursuant to Section 4.3, an amount equal to 1/12th of the Annual Base Rent for such Operating Year, as hereinafter defined (the "Monthly Base Rent") as set forth in Subsection 1.1.13, provided that if the Term commences on a day other than the first day of a calendar month, then the Monthly Base Rent for such fractional month will be prorated on the basis of a 365-day year.

(b) within fifteen (15) days of Tenant's execution of this Lease, Tenant shall pay the first month's Rent (which month is February 2023) to Landlord.

Tenant's obligation to pay all rent including all additional rent, and all other amounts due hereunder shall survive the expiration or termination of this Lease due to the lapse of time or otherwise. Landlord agrees to provide an informational invoice to Tenant on a monthly basis for rent and additional rent; provided, however, that in no event shall Tenant's failure to receive an informational invoice delay the due date or allow Tenant to delay payment of any amounts due under this Lease.

Section 4.2 Operating Year. The term "Operating Year" means a period of twelve (12) consecutive calendar months with the first Operating Year commencing on the Commencement Date and ending on the last day of the calendar month in which the first anniversary of the Commencement Date occurs, and thereafter, each consecutive twelve (12) month period (or portion thereof) falling within the Term.

Section 4.3 Abatement of Rent. Landlord grants to Tenant with respect to the Primary Term only an abatement of the Annual Base Rent, Tenant's Pro Rata Share of Operating Costs, and Tenant's Pro Rata Share of Taxes due from Tenant under this Lease during the Rent Abatement Period (the "Rent Abatement"). The "Rent Abatement Period" shall be a period of eight (8) calendar months, commencing on June 1, 2022 and expiring on January 31, 2023. The first Rent payment due after the Rent Abatement Period shall be due on March 3, 2023. Notwithstanding anything to the contrary in this Lease, the Rent Abatement extended to Tenant during the Primary Term of this Lease shall be terminated and any Rent Abatement already applied shall be immediately due and payable by Tenant in the event of any uncured default by Tenant under the terms of this Lease. In addition, any Rent Abatement not already applied shall terminate in the

event of any assignment of this Lease and/or subletting of the Premises by Tenant. Except for the abatement of Annual Base Rent, Tenant's Pro Rata Share of Operating Costs and Tenant's Pro Rata Share of Taxes during the Rent Abatement Period, Tenant shall be responsible for performing all of its obligations under this Lease from and after the Commencement Date.

Section 4.4 INTENTIONALLY DELETED

Section 4.5 INTENTIONALLY DELETED

ARTICLE 5 COMMON AREAS AND OPERATING COSTS

Section 5.1 Common Areas. Landlord, at Landlord's option, may make available from time to time such areas and facilities of the Property outside of the Premises as Landlord shall deem appropriate and same shall at all times be subject to the exclusive control and management of the Landlord (the "Common Areas"). Landlord shall operate, manage, equip, heat, ventilate, cool, light, insure, repair and maintain the Common Areas included therein in a clean, orderly, sanitary and safe manner commensurate with other similar commercial buildings and properties. Provided that such changes do not materially adversely affect the access to and visibility of the Premises or the use of the Play Area, Landlord may from time to time change the size, location and nature of any Common Areas, may make installations therein and move and remove such installations. Notwithstanding anything contained to the contrary in any other provision of this Lease, Landlord reserves the right to increase, decrease and change the size or location of the Common Areas, provided that no such changes shall materially, adversely affect access to or visibility of the Premises or the use of the Play Area.

Section 5.2 Use of Common Areas. Tenant and its permitted concessionaires, licensees, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Areas as designated from time to time by Landlord, subject to such regulations as Landlord in its sole discretion may from time to time establish, upon Notice to Tenant as provided herein. Any such regulations shall be commercially reasonable and shall not unreasonably interfere with Tenant's use of the Premises and will not cause Tenant to incur any significant additional expenses. Tenant agrees to abide by such regulations and to cause its permitted concessionaires, licensees, officers, employees and agents, and to use its best efforts to cause its customers and invitees to conform thereto. In addition to its other rights hereunder, Landlord may at any time temporarily close any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such areas, or for other reasonable purposes, and may do such other acts in and to the Common Areas as in its discretion, exercised reasonably, Landlord may deem desirable. Landlord shall have the right to close the Common Areas or any part thereof on such days or during such hours as Landlord shall, in its sole discretion, determine, provided that no such changes shall materially, adversely affect access to or visibility of the Premises or the use of the Play Area. Landlord has the right to establish such other reasonable rules and regulations as to the parking of vehicles, movement of traffic, loading and unloading of supplies and use of the Common Areas and facilities.

Section 5.3 Operating Costs. Tenant shall pay to Landlord, as additional rent hereunder, “Tenant’s Pro Rata Share of Operating Costs” (as hereinafter defined). The term “Operating Costs” shall mean any and all costs and expenses of every kind and nature paid or incurred by Landlord (including appropriate reserves) in operating, managing, equipping, policing and protecting (if and to the extent provided by Landlord), insuring, servicing, lighting, repairing, replacing, cleaning and maintaining the Property less the contributions, if any, to Operating Costs by any tenant which pays separately for any of such charge, including but not limited to, such maintenance and repair as shall be required in Landlord’s judgment to upgrade, maintain and preserve the Property, including the Building in suitable condition and status; all costs and expenses of security and fire protection, including, at the option of Landlord, servicing Tenant with fire extinguishers (if and to the extent such service is provided by Landlord); pedestrian and vehicular traffic direction and control; all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of maintaining, planting, replanting and replacing flowers and landscaping; water and sewerage charges; premiums for liability and property damage, fire, extended coverage, malicious mischief, vandalism, workers’ compensation, employer’s liability and any other insurance procured by Landlord in connection with the Property; wages, unemployment taxes, social security taxes, special assessments, transportation or environmental protection taxes or levies or similar taxes or levies, and personal property taxes attributable to the Property; management fees, administrative fees and professional fees including, but not limited to, accounting and legal fees relating to the Property; required licenses and permits; all costs and expenses for supplies and operation of loud speakers and any other sound equipment; all costs and expenses incurred by Landlord in the testing, maintaining and repairing of sprinkler and other systems, if any, located in the Building or, at Landlord’s option, in the Premises; all costs and expenses incurred by Landlord in the testing, maintaining and repairing of the elevator serving the Premises all charges for the use and service of utility services for the Property, including, but not limited to, all costs and expenses of maintaining lighting fixtures (including the cost of light bulbs and electric current); maintenance of all utility facilities not maintained by the servicing utility company; all costs, expenses, surcharges or other impositions or assessments incurred by Landlord in connection with environmental protection legislation or regulations assessed against or imposed on the Property or any part thereof with regard or in connection with impacts on public services, facilities or infrastructure; depreciation, interest and all other costs resulting from improvements or additions imposed and required by regulatory agencies; cost of equipment, machinery and facilities not properly chargeable to capital; reasonable depreciation of equipment, machinery and facilities; rents paid for the leasing of equipment, machinery and facilities and finance charges paid for the purchase of equipment, machinery and facilities which are capital assets and are used in the operation of the Property; Tenant’s Pro Rata Share of all costs due and payable pursuant to the REA (defined herein); all other costs and expenses included in the Operating Costs, Real Estate Taxes and Insurance; and such other costs as Landlord may reasonably determine are required for the proper operation and maintenance of the Property. Notwithstanding the foregoing, Operating Expenses shall exclude the following: (a) costs paid to affiliates of Landlord in excess of amounts which would be paid for services in arms-length negotiations; (b) costs required to bring the Property or any part thereof into compliance with any existing laws or regulations; (c) capital expenditures, as determined by Landlord’s independent accountants, but not depreciation as provided above; (d) costs of marketing the Property to prospective tenants; (e) costs paid by Landlord in connection with the leasing of any space or the enforcement of any lease; (f) any financing costs under any mortgages or other security instruments; (g) costs incurred in remedying

any breach of any representation by Landlord contained in this Lease; (h) the cost of any item for which Landlord is reimbursed by insurance proceeds, condemnation awards or any third party, to the extent of such reimbursement, (i) the cost of correcting defects in any other tenant's premises; (j) salaries and compensation (excluding the management fee) of Landlord's employees above the grade of building manager and Landlord's officers and Landlord's partners or shareholders, as the case may be; (k) the cost of any work performed or service provided to any other tenant to the extent not made generally available to all tenants of the Property; (l) the cost, including the deductible therefor, of any item covered or required to be covered by Landlord's insurance under this Lease (whether or not such insurance is in fact maintained); (m) attorneys' fees and expenses arising out of the ownership, leasing, financing or sale of the Property; (n) wages, salaries and any other costs associated with the employment of any off-site personnel in excess of a proportionate share of such costs related to the proportion of such personnel's time dedicated to matters concerning the Property, (o) the cost of repair or rebuilding in the event of a fire or other casualty or eminent domain proceeding; (p) payments for leased equipment in excess of the amount which would have been taken as depreciation if such equipment had been purchased and would have been treatable as a capital expenditure; and (q) repairs, maintenance or replacements to the roof of the commercial Building or any other portion of the commercial Building which are made necessary by reason of leaks in the roof of the commercial building. Notwithstanding any provision of this Lease to the contrary, Tenant shall be solely responsible at its expense for providing cleaning, janitorial and trash and recycling services to the Premises, and Landlord shall not include any such costs for the Premises in Operating Costs

Section 5.4 Tenant's Pro Rata Share. The term "Tenant's Pro Rata Share of the Operating Costs" shall mean the product of (i) the Operating Costs for each calendar year or partial calendar year (based upon the number of days of such partial calendar year) during the Term multiplied by (ii) Tenant's Pro Rata Percentage of Operating Costs during such calendar year or partial calendar year. For clarification purposes, Operating Costs shall be calculated on a calendar year basis, with the first and the last year of the Term each consisting of a partial calendar year. Following the first full Operating Year (i.e., 2023), Tenant's Pro Rata Share of the Operating Costs shall not increase in any Operating Year by more than four percent (4%) 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) snow and ice removal; and (iv) those costs which are subject to increases due to union contracts and not subject to Landlord's control. Operating Costs are currently estimated to be \$5.90 per square foot (which is based upon a vacant building). The foregoing cap on controllable Operating Costs shall be based upon the first full Operating Year's (i.e. 2023) actual controllable Operating Costs.

Section 5.5 Payment of Operating Costs. Tenant shall pay to Landlord as additional rent on account of Tenant's Pro Rata Share of Operating Costs equal monthly installments on the first Friday of each calendar month in advance, without demand or setoff unless otherwise expressly provided herein, in an amount reasonably estimated from time to time by Landlord to be Tenant's Pro Rata Share of Operating Costs, provided that Landlord may only re-estimate Tenant's Operating Cost payment once during any Operating Year. Within ninety (90) days after the end of each fiscal year Landlord uses for such purpose, Landlord shall furnish Tenant with a statement of the actual Operating Costs paid or incurred by Landlord during such period (the "Expense Statement") and there shall be an adjustment between Landlord and Tenant within thirty (30) days

after delivery of such statement with payment to, or repayment by Landlord, as the case may require, so that Landlord shall receive from Tenant the precise amount of Tenant's Pro Rata Share of Operating Costs for such period. During the Term, Tenant shall have the right, at its expense (except as expressly set forth below), to have its Representatives audit and/or inspect Landlord's accounting records relative to Operating Costs at Landlord's main offices or at such other site in the City of Chicago as Landlord may determine during normal business hours at any time within one hundred fifty (150) days of Tenant's receipt of the Landlord's Expense Statement. If Tenant does not deliver a written notice to Landlord taking written exception to any item of Operating Costs, and specifying in detail the reasons for such exception within said one hundred fifty (150) day period, then Landlord's Expense Statement shall be considered as final and accepted by Tenant. For purposes hereof, the term "Representatives" shall mean a nationally or regionally recognized independent public certified public accounting firm licensed to do business in the State of Illinois. If and to the extent that Tenant engages any such Representative to audit and/or inspect Landlord's records (as described above in this Section 5.5, then prior to such audit and/or inspection Tenant shall cause such accounting firm to execute and deliver to Landlord a commercially reasonable form of confidentiality agreement relative to maintaining the confidentiality of all information obtained in the course of any such audit and/or inspection. Tenant shall not retain its Representatives on a contingent fee basis. In the event any such audit conducted by Tenant's Representatives (herein, a "Tenant Audit") determines that the aggregate amounts set forth on Landlord's Expense Statement for any applicable fiscal year overstated Tenant's Pro Rata Share of Operating Costs attributable to such items from the actual amount so required hereunder for any fiscal year by an amount in excess of five percent (5%), then Landlord shall be responsible for the payment of reasonable out-of-pocket audit fees incurred by Tenant under this Section 5.5 relative to the audit of such Landlord's Expense Statement, which payment shall be due within thirty (30) days after Tenant's demand therefor. In the event any such Tenant Audit does not result in such a determination or final resolution that Landlord's Expense Statement overstated Tenant's Pro Rata Share of Operating Costs attributable to such items for such fiscal year by more than five percent (5%) as provided above, then Tenant shall be responsible for all such fees incurred by Tenant in connection with any such Tenant Audit. Notwithstanding any exception made by Tenant, Tenant shall pay Landlord the full amount of its Pro Rata Share of Operating Costs as determined by Landlord, subject to readjustment at such time as any such exception may be resolved in favor of Tenant (i.e., either through mutual agreement of the parties, or based on a court order in Tenant's favor), and Landlord agrees to pay Tenant the amount of any overpayment made by Tenant on account of its Pro Rata Share of Operating Costs within thirty (30) days after any such resolution in favor of Tenant.

ARTICLE 6 REAL ESTATE TAXES

Section 6.1 Real Estate Taxes. Tenant shall pay to Landlord, as additional rent hereunder, "Tenant's Pro Rata Share of Real Estate Taxes" (as hereinafter defined). The term "Real Estate Taxes" means any and all real estate taxes, public, governmental and/or quasi-governmental regular and special charges, assessments, taxes or levies or similar tax or levy, attributable to the Property during the Term whether foreseen or unforeseen (less the contributions, if any, to Real Estate Taxes by any tenant which pays separately for any such charge) incurred annually by Landlord during the Term and prorated for any partial calendar year. (As of the Effective Date, Real Estate Taxes in Cook County are collected in the year subsequent to the year

of assessment. For purposes of this Lease, the phrase “incurred annually” shall mean Real Estate Taxes levied and assessed for any year though the same may not be due and payable or paid until a subsequent year.) For purposes of this Lease, Real Estate Taxes shall be deemed to mean 100% of all taxes assessed on the land described in Exhibit A and all improvements located thereon. Real Estate Taxes shall also include, but not be limited to, all expenses, including attorneys’ fees, administrative hearing and court costs incurred in contesting or negotiating the amount or rate of any such Real Estate Taxes. Landlord shall have the exclusive right, but not the obligation, to contest or appeal any assessment of Real Estate Taxes. Provided, however, 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 prorata 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. Tenant shall keep Landlord fully informed of, and include Landlord in, the reduction and exemption processes. Real Estate Taxes shall not include any income or franchise taxes paid or payable by Landlord except if the state, or any political subdivision thereof or any governmental authority having jurisdiction thereover imposes a tax or assessment upon or against the rentals or other charges payable to Landlord by a tenant either by way of substitution for any Real Estate Taxes, or impose an income or franchise tax or any other tax in substitution for or in lieu of any Real Estate Taxes, in which event such taxes and assessments shall also be deemed to constitute Real Estate Taxes.

Section 6.2 Tenant’s Pro Rata Share. The term “Tenant’s Pro Rata Share of Real Estate Taxes” shall mean the product of (i) the Real Estate Taxes for each calendar year or partial calendar year (based upon the number of days of such partial calendar year) during the Term multiplied by (ii) Tenant’s Pro Rata Percentage of Real Estate Taxes as of the assessment date of Real Estate Taxes. Real Estate Taxes for the first year of the Lease are based upon vacant property and are estimated to be \$2.47 per square foot.

Section 6.3 Payment of Real Estate Taxes. Tenant shall pay to Landlord on account of Tenant’s Pro Rata Share of Real Estate Taxes equal monthly installments on the first Friday of each calendar month in advance, without demand or setoff in an amount estimated from time to time by Landlord to be Tenant’s Pro Rata Share of Real Estate Taxes. When the actual figures for such Real Estate Taxes are known, Landlord shall furnish Tenant with a statement of Tenant’s actual Pro Rata Share of Real Estate Taxes and such supporting details related to the calculation thereof as may be appropriate and any over or under payment of Tenant’s Pro Rata Share of Real Estate Taxes shall be adjusted and paid by Landlord or Tenant, as applicable, to the other, within fifteen (15) days after delivery of such statement so that Landlord shall receive from Tenant the precise amount of Tenant’s Pro Rata Share of Real Estate Taxes for such period. Tenant shall also be responsible for and shall pay all lease taxes or similar taxes levied on the business of Tenant in the Premises levied or assessed by any governmental entity having jurisdiction over the Premises. If and to the extent Landlord receives any refund or reduction of Real Estate Taxes relating to a calendar year for which Tenant paid Tenant’s Pro Rata Share of Real Estate Taxes, Tenant shall promptly be entitled to receive Tenant’s Pro Rata Share of such refund or reduction. The covenants

of this section shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

ARTICLE 7 INSURANCE

Section 7.1 Insurance 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 Three Million Dollars and 00/100 (\$3,000,000) 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 and shall carry coverage against loss or damage by boiler or compressor or internal explosion of boilers or compressors, if there is a boiler or compressor in or serving the Premises and 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 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.

Landlord shall have no obligation to insure Tenant's improvements, equipment, stock-in-trade, trade or other fixtures, furniture, furnishings, floor coverings or any other items of personal property of Tenant located on or within the Premises.

The policies shall (a) provide that any release from liability or waiver of claim for recovery entered into in writing by the insured or any additional insured prior to any loss or damage shall not affect the validity of such policy or the right of any insured or additional insured to recover thereunder, (b) contain a waiver of subrogation clause in form and content satisfactory to Tenant, (c) 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 (d) contain a clause that the insurer will not cancel or change the insurance without first giving Tenant thirty (30) days' notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory to Tenant. 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 within forty-five (45) days after the Effective Date. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison Street, 2nd Floor
Chicago, Illinois 60602
Email: riskmanagement@cps.edu

Landlord must register with the insurance certificate monitoring company designated by Tenant and indicated below and must maintain a current insurance certificate on file during the entire Term. Landlord must register and pay the initial annual monitoring fee to the insurance certificate monitoring company within forty-five (45) days after the Effective Date. The initial annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

Each year, Landlord will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should Landlord have any questions on submissions and payment options, Landlord can contact the certificate monitoring company.

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>.

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.

Section 7.2 Insurance by Tenant. Tenant agrees to carry Commercial General Liability insurance on the Premises as of the Effective 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, (i) public liability insurance on the Premises during the Term of this Lease, insuring Tenant as well as Landlord, Owner and Owner's Mortgagees as additional named insureds thereunder, from and against all claims, demands or actions for injury to or death of any one person in an amount of not less than \$5,000,000.00 (\$10,000,000.00 in the event the Tenant is any party other than the originally named Tenant); (ii) property insurance for damage to Tenant's personal property to the extent of 100% of replacement cost in an amount not less than \$2,000,000.00 with an agreed amount endorsement and no co-insurance requirement stating such coverage is primary and non-contributory and including evidence of flood, earthquake and building ordinance coverages; (iii) commercial automobile liability for all owned and non-owned and hired vehicles of not less than \$3,000,000; (iv) statutory workers' compensation and employers' liability (including a waiver of insurer's right to recover against any of the additional insureds) of not less than \$500,000; (v) business interruption insurance in commercially reasonable amounts; and (vi) umbrella liability with a per occurrence and annual aggregate limit of not less than \$5,000,000 (\$10,000,000.00 in the event the Tenant is any party other than the originally named Tenant), for any claims made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises and the businesses of all of Tenant's sublessees, concessionaires and licensees (and Landlord shall have the right to direct Tenant to increase such amounts whenever Landlord reasonably considers them inadequate if the Tenant is any party other than the originally named Tenant) and, in addition, and in like amounts, covering Tenant's contractual liability under the hold harmless provisions contained in this subsection. Tenant shall maintain plate glass insurance covering all plate glass in the Premises; to maintain special form property insurance including but not limited to, fire, vandalism and malicious mischief and sprinkler leakage, and extended coverage, covering all of Tenant's equipment, stock-in-trade, trade and other fixtures, furniture, furnishings, floor coverings and all other items of personal property of Tenant located on or within the Premises to the extent of one hundred percent (100%) of their replacement with no coinsurance requirements. Tenant shall procure and maintain, at its expense, business income including extra expense insurance with coverage limits not less than those carried by a reasonably prudent tenant subject to Landlord's approval and naming Landlord, the Owner and its Mortgagee as additional named insureds but in no event less than the applicable Annual Base Rent. All insurance shall be in a form, and carried with responsible companies of recognized standing authorized to do business in the state in which the Premises are located, each satisfactory to Landlord and Owner with an A.M. Best rating of "A VII" or better and shall (a) provide that any release from liability or waiver of claim for recovery entered into in writing by the insured or any additional insured prior to any loss or damage shall not affect the validity of such policy or the right of any insured or additional insured to recover thereunder, (b) contain a waiver of subrogation clause in form and content satisfactory to Landlord, (c) provide that it will not be subject to cancellation, non-renewal, reduction or other change except after at least thirty (30) days' prior Notice, as herein provided, to Landlord, (d) name the Landlord, Owner and Owner's Mortgagee, if required, as additional named insureds or loss payees thereunder, as their interests may appear; and (e) state such insurance is primary irrespective of other insurance covering the additional insureds and shall include a waiver of transfer of rights of recovery against the additional insureds. The policies or duly executed certificates of insurance (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the Date of Delivery of the

Premises to Tenant and, upon renewals or replacements of such policies, not less than thirty (30) days prior to expiration of the term of such coverage. If Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord as additional rent due hereunder the premium cost thereof upon demand. Notwithstanding the foregoing, provided that for so 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 7.1 and 7.2 may be carried in a blanket policy covering the Premises, Building, 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 7 and shall specify that the portion of the total coverage of such policy that is allocated to the Premises, Building, or Common Area is in the amounts required pursuant to this Section 7.

ARTICLE 8 UTILITY SERVICES AND HEATING, VENTILATING AND AIR CONDITIONING

Section 8.1 Utilities. Tenant, at Tenant's sole cost and expense, shall be solely responsible for, shall contract for and shall promptly pay all charges for use or consumption of heat, air conditioning, sewer, scavenger services, water, gas, electricity or any other utility services to the Premises. Landlord represents that the Premises are separately metered for electricity services. Tenant acknowledges that City of Chicago water, sewer, gas, electricity for the heating and air conditioning system and certain heating and air conditioning requirements for the heating and air conditions system in the Premises are provided by the owner of the Condominium Parcel and billed to Landlord (the "Condominium Parcel Utilities"), which amounts will be passed through to Tenant as part of Operating Costs. In the event Landlord does not include such costs in Operating Costs, then within thirty (30) days after Tenant's receipt of an invoice therefore, Tenant shall pay or reimburse Landlord each month for the cost of the Condominium Parcel Utilities for the immediately preceding month. Interruption or impairment of any such utility or related service, caused or necessitated by repairs, improvements, or other causes beyond Landlord's direct control, shall not give rise to any right or cause of action by Tenant against Landlord in damages or otherwise, except to the extent caused by the negligence or willful misconduct of Landlord. Tenant shall be entitled to a Rent abatement if the Premises are untenable and cannot be used by Tenant (and are not used by Tenant) due to the lack or loss of utility service (arising out of Landlord's negligence or willful misconduct) for ten (10) consecutive days; the same shall not be construed as an actual or constructive eviction of Tenant. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's sole cost and expense in accordance with all laws, regulations and ordinances and in accordance with plans and specifications to be approved in writing in advance by Landlord. Subject to (i) events and circumstances beyond Landlord's control, (ii) the provisions of Article 11 and (iii) temporary interruptions to the extent reasonably necessary for Landlord to complete repairs and replacements for which Landlord is responsible, Tenant shall have access to the Premises twenty-four hours per day, seven days per week and three hundred sixty-five days per year (three hundred sixty-six in a leap year).

Section 8.2 Heating, Ventilating and Air Conditioning. Heating and air conditioning shall be thermostatically controlled in the Premises by Tenant, and Tenant agrees to maintain, and keep in good repair and replace when necessary during the Term at Tenant's sole cost and expense all portions of the heating, ventilating and air conditioning equipment and systems located in the Premises (the "HVAC System"). Landlord represents, to its knowledge, that the HVAC System is in good operating condition. The Landlord shall use commercially reasonable efforts, including enforcement of the REA, to cause the Condominium Association to maintain, repair and replace all portions of the heating, ventilating and air conditioning equipment and systems up to the point of connection with the Premises. In the event the Condominium Association fails to maintain, repair and replace such equipment and systems after any applicable notice and cure period specified in the REA, then the Landlord shall perform such maintenance, repairs and replacement if authorized to do so under the REA. At all times during the Term, Tenant shall, at Tenant's sole cost and expense, have and keep in force a maintenance contract (with a contractor satisfactory to Landlord) providing for inspection, maintenance and necessary repairs (including replacement) of HVAC System at least once each calendar quarter. If the maintenance contract is cancelled, for any reason, it must be replaced promptly by Tenant so that there is no lapse in coverage. Tenant shall provide Landlord with a copy of such maintenance contract in effect from time to time. Landlord acknowledges and agrees that in lieu of the foregoing maintenance contract for the HVAC System, Tenant may perform these services inhouse utilizing its staff, employees and agents for such inspection, maintenance and repairs.

ARTICLE 9 LANDLORD'S COVENANTS

Section 9.1 Repairs and Maintenance by Landlord. Landlord covenants at its expense to keep, or use commercially reasonable efforts including enforcement of the REA, to cause the Condominium Association, to keep the foundations, floor slab, footings, flashings and roof of the Building and Premises, and the structural soundness of exterior walls thereof (excluding glass, plate glass and doors), and the elevator system serving the Premises, in good order, repair and condition (and replace, as necessary), unless any such work is required because of damage caused by any act, omission or negligence of Tenant, any employees, agents, invitees, guests, concessionaires, licensees, sublessees or contractors of Tenant or any of their respective employees, agents, invitees, guests, concessionaires, licensees or contractors, or any person or entity claiming by, through or under Tenant in which event Tenant shall be responsible, at Tenant's sole cost and expense, or at Landlord's option, Landlord shall make such repair and be reimbursed by Tenant for such repair. In addition, subject to the terms of the REA, Landlord shall also keep, or use commercially reasonable efforts including enforcement of the REA, to cause the responsible party under the REA to 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 the Premises. Landlord shall use commercially reasonable efforts, including enforcement of the REA, to cause the responsible party under the REA to commence any such repair within fifteen (15) days after Landlord receives Notice, as herein provided, or the time period provided in the REA, as applicable, from Tenant that the same is necessary, which Notice shall specifically reference the required repair. In the event the Landlord deems any of the repair, maintenance or replacement obligations in this Section 9.1 are the responsibility of the Condominium Association and the Condominium Association fails to perform such maintenance, repairs and replacements after any

applicable notice and cure period specified in the REA, then the Landlord shall perform such maintenance, repairs and replacement if authorized to do so under the REA. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which event the obligations of Landlord shall be controlled by Article 11. Except as otherwise provided in this section or caused by Landlord's negligence, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or any equipment facilities or fixtures contained therein or serving the Premises, which shall be the sole responsibility of Tenant as provided in this Lease.

Section 9.2 Parking in Condominium Parcel Garage. Landlord shall make available or cause to be made available ten (10) parking spaces located in the garage (the "Garage") on the Condominium Parcel (the "Parking Spaces") for use only by Tenant's owners and employees. The Parking Spaces shall not be reserved or dedicated but shall be available in those portions of the Garage designated by the condominium association of the Condominium Parcel or its agent for non-reserved general parking currently only between the hours of 7:00 a.m. and 7:00 p.m., and only Monday through Friday, or such other hours as determined by the condominium association. The cost of the use of the Parking Spaces is included in Rent. Tenant shall, and shall cause its employees to, abide by all rules and regulations imposed by the aforesaid condominium association or contained in the REA with respect to the use of the Parking Spaces and the garage located on the Condominium Parcel. Other than the Parking Spaces, Tenant shall not have the right to any other parking spaces within the Garage. In addition to all other remedies available to Landlord under this Lease, in the event Tenant fails to comply with the rules and regulations imposed by the aforesaid condominium association or contained in the REA with respect to the use of the Parking Spaces and the garage located on the Condominium Parcel, Landlord may, after thirty (30) days' Notice to Tenant revoke and terminate Tenant's right to use the Parking Spaces. Said Notice shall specify the reason and basis for terminating Tenant's use of the Parking Spaces and provide Tenant with thirty (30) days to cure the alleged violations and to retain use of the Parking Spaces.

Section 9.3 Drop-Off/Loading Zone. Landlord shall cooperate and assist Tenant, at no out of pocket cost to Landlord, in Tenant's efforts to cause the City of Chicago to designate a standard drop-off/loading zone on Lincoln Avenue immediately in front of the Premises (the "Loading Zone"). Tenant shall be solely responsible for any and all fees and other costs relating to the obtaining and maintenance of the Loading Zone. Tenant acknowledges and agrees that neither Landlord nor any third party has made any representation or warranty to Tenant to the effect that Tenant will be able to obtain and or use the Loading Zone and further acknowledges and agrees that Tenant's obligations under this Lease are not conditioned upon its obtaining the necessary governmental approvals to the designation or use of the Loading Zone.

Section 9.4 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant has committed no Event of Default under this Lease, Tenant's peaceful and quiet possession of the Premises during the Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord, subject to the terms and conditions of this Lease and to any mortgages, trust deeds, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

Section 9.5 Landlord's Indemnity. (a) Landlord agrees to defend (with counsel reasonably satisfactory to Tenant), indemnify and save Tenant, Tenant's shareholders, officers, partners and their respective agents, harmless from all liability, injury, loss, cost, damage and expense (including, but not limited to, reasonable attorneys' fees and expenses) ("Claims") with respect of any injury to, or death of, any person or damage, theft or destruction of any property, whether or not occurring on the Premises or any other part of the Property occasioned by any act or omission of Landlord, Landlord's agents, employees, contractors, concessionaires, licensees, invitees or guests or any other person or entity claiming by, through or under Landlord. (b) Landlord agrees to defend (with counsel reasonably satisfactory to Tenant), indemnify and save Tenant, Tenant's officers, partners and their respective agents ("Indemnitees"), harmless from all Claims made by or equitable relief sought by or on behalf of Hemingway House Condominium Association with respect to the REA alleging in any manner that Tenant's permitted use of the Premises as set forth in Section 1.1.16 is not permitted under the REA. The foregoing covenants shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

Section 9.6 Landlord's Waiver of Claims. Except for damages resulting from Tenant's gross negligence or willful misconduct, Landlord releases Tenant and its agents, employees and contractors from any liability and waives all claims against Tenant and its agents, employees and contractors for damage to Landlord's property and loss of business, including loss of rents, sustained by Landlord due to any cause whatsoever.

Section 9.7 Hazardous Substances. Landlord warrants and represents that, to its actual knowledge, the Premises and the Property are free of any Hazardous Substances as defined in Section 10.1.19 below. Tenant shall in no event have any liability with respect to, and no responsibility for, any Hazardous Substances located on, in or under the Premises as of the Date of Delivery.

ARTICLE 10 TENANT'S ADDITIONAL COVENANTS

Section 10.1 Affirmative Covenants. Tenant covenants and agrees at its sole cost and expense at all times during the Term, such further time as Tenant occupies the Premises or any part thereof and such further time as indicated below:

10.1.1. To promptly perform all of the obligations of Tenant set forth in this Lease and to pay when due the Annual Base Rent, Tenant's Pro Rata Share of Operating Costs, Tenant's Pro Rata Share of Real Estate Taxes and any and all other charges, rates and other sums which by the terms of this Lease are to be paid by Tenant (Tenant's Pro Rata Share of Operating Costs, Tenant's Pro Rata Share of Real Estate Taxes and any and all other charges, rates and other sums which by the terms of this Lease are to be paid by Tenant are sometimes collectively referred to as "other charges"), without any setoffs or counterclaims whatsoever unless expressly provided herein. The foregoing covenant shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

10.1.2. To occupy and use the Premises only for Tenant's Use and for no other purposes and to conduct its business at all times in a first class and reputable manner.

10.1.3. INTENTIONALLY OMITTED.

10.1.4. Except when and to the extent that the Premises are untenable by reason of damage by fire or other casualty, to use and continuously operate only for Tenant's Use, all of the Premises other than such minor portions thereof as are reasonably required for storage and office purposes; to use such storage and office space only in connection with the business conducted by Tenant in the Premises; to furnish and install all trade fixtures, which shall at all times be suitable and proper for carrying on Tenant's business.

10.1.5. To conform to all rules and regulations which Landlord may make in the management and operation of the Property and upon Notice to Tenant of same and require such conformance by Tenant's employees, agents, contractors, guests, invitees, permitted sublessees, concessionaires and licensees or any person or entity claiming by, through or under Tenant; to receive and deliver goods and merchandise only in the manner and at such times and in such areas as may be designated by Landlord; to keep all drains inside the Premises clean; and to store all trash and garbage in adequate containers within the Premises which Tenant shall maintain in a neat and clean condition so as not to be visible to members of the public, and so as not to create any health or fire hazard. Tenant shall not burn any trash or garbage at any time in or about the Property and Tenant shall, at Tenant's expense, contract for the daily disposal thereof in the manner reasonably acceptable to Landlord. In addition, Tenant shall contract and pay for adequate pest control services for the Premises.

10.1.6. Except for repairs required in Section 9.1 to be performed by Landlord, to keep the Premises, including but not limited to, the Play Area (which Play Area shall be considered part of the Premises) and all entrances, vestibules, partitions, windows and window frames, moldings, glass doors, lighting, heating, ventilating and air conditioning equipment, fixtures and equipment, the fire protection system, any security screen, wall and/or store front (the installation of which shall be subject to Landlord's approval) and fixtures and displays (including windows and signs) clean, neat and safe, and in good order, repair and condition (including all necessary replacement, painting and decorating), and to keep all glass, including that in windows, doors, storefronts, fixtures and skylights, clean, neat and safe and in good order, repair and condition, and to promptly replace glass which may be damaged or broken with glass of the same quality, damage by fire or other casualty covered by Landlord's insurance excepted. If, in an emergency, it shall become necessary to promptly make any repairs or replacements required to be made by Tenant, Landlord may enter the Premises and proceed to make such repairs or replacements and pay the cost thereof. Tenant shall reimburse Landlord for the cost thereof within thirty (30) days after Landlord renders a bill to Tenant. For purposes of this Lease, an emergency shall be defined as an event, danger, or safety hazard that must be remedied and resolved within 24-48 hours to avoid injury or death to person or substantial damage or loss to property.

10.1.7. To make all repairs, alterations, additions or replacements to the Premises and all mechanical, electrical and plumbing systems located within the Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers and to keep the Premises equipped with all safety appliances required because of Tenant's Use; to procure any licenses and permits required for Tenant's Use; and to comply with the laws, orders and regulations of all governmental authorities and the reasonable recommendations and requirements of Landlord's insurance carriers and their underwriters.

10.1.8. To promptly pay when due the entire cost of any work in the Premises undertaken by Tenant, including, without limitation, Tenant's Work, unless Tenant is disputing in good faith the amount billed or the timing, sufficiency or quality of work, in which event all undisputed amounts shall be paid in full, so that the Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all work in a first class, good and workmanlike manner employing new materials of good quality; to employ union contractors, if required by Landlord, in harmony with Landlord's employees, contractors and other tenants; to comply with all governmental requirements; and to defend (with counsel reasonably satisfactory to Landlord), indemnify and save Landlord, Owner and Owner's partners, officers, directors, members, trustees, shareholders, employees, agents and its successors and assigns (collectively "Owner's Entities") harmless and indemnified from all liability, injury, loss, cost, damage and expense (including but not limited to attorneys' fees and expenses) in respect of injury to, or death of, any person, or damage to or loss or destruction of, any property occasioned by or growing out of such work. Tenant shall not commence any work, alterations or improvements in the Premises until Tenant has delivered or caused its contractors to deliver to Landlord evidence of builder's risk insurance in amount, form and issued by a company reasonably satisfactory to Landlord.

10.1.9. Except to the extent caused by the Landlord's negligence or willful misconduct, to defend (with counsel reasonably satisfactory to Landlord), indemnify and save Landlord, the Owner and the Owner's Entities harmless from all liability, injury, loss, cost, damage and expense (including, but not limited to, reasonable attorneys' fees and expenses) with respect of any injury to, or death of, any person, or damage, theft or destruction of any property, whether or not occurring on the Premises or any other part of the Property occasioned by any act or omission of Tenant, Tenant's agents, employees, contractors, sublessees, concessionaires, licensees, invitees or guests or any other person or entity claiming by, through or under Tenant. Under no circumstances shall either party be liable to the other party for any consequential or punitive damages arising under the terms of this Lease other than in the event of a holdover by Tenant or any successor or assign of Tenant. The foregoing covenants shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

10.1.10. INTENTIONALLY OMITTED.

10.1.11. Provided that Landlord makes reasonable efforts to not interfere with Tenant's use and enjoyment of the Premises, or to minimize such interference where it is not reasonably avoidable, to permit Landlord, the Owner and Owner's Entities or their respective agents, to enter the Premises at reasonable times upon at least twenty-four (24) hours prior written notice (except, in case of an emergency, at any time) when accompanied by Tenant or its designated representative and subject to Tenant's reasonable security requirements or outside of regular school operating hours (8:00 a.m. to 4:00 p.m.) when no students or minors are present on the Premises for the purpose of inspecting the Premises, or performing maintenance, or making repairs, additions or alterations thereto or to the Property or to the residential units above the Premises, accessing the mechanical room on the second floor and of showing the Premises to prospective purchasers, lenders and tenants, and other persons having a legitimate interest in inspecting the Premises. The provisions of this subsection shall not be construed to impose any obligation upon Landlord for the maintenance, repair or alteration of the Premises, Common Areas or Property except as otherwise set forth in this Lease. If Tenant requests that Landlord perform services after regular business

hours, Tenant shall be deemed to have agreed to pay all reasonable overtime charges in connection therewith, provided the work is not due to Landlord's negligence or intentional acts. Landlord shall have the right to display "For Rent" signs on the Premises during the last six (6) months of the Term.

10.1.12. To remove (and Landlord hereby consents to such removal), at Tenant's sole cost and expense, at the expiration or termination of this Lease due to the lapse of time or otherwise, all of Tenant's goods and effects as are not permanently affixed to the Premises; to remove Tenant's sign; to remove all of the alterations and additions made by Tenant other than Tenant's Work; to repair any damage caused by such removals; to deliver all keys for and all combinations on all locks, safes and vaults in the Premises to Landlord; and to peaceably yield up the Premises and all alterations and additions thereto not otherwise removed by Tenant and all fixtures, partitions, heating, ventilating and cooling equipment, and other equipment and floor coverings, all of which are permanently affixed to the Premises, which shall thereupon become the property of Landlord without any payment to Tenant, in clean and good order, repair and condition, damage by fire or other casualty and reasonable wear and tear excepted. Any personal property of Tenant not removed within five (5) days following such expiration or termination shall, at Landlord's option, become the property of Landlord without payment to Tenant. The foregoing covenants shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

10.1.13. To remain fully obligated under this Lease notwithstanding any full or partial assignment or sublease or any indulgence granted by Landlord to Tenant, Tenant's assignee, sublessee or guarantor of Tenant's rights hereunder.

10.1.14. To give Landlord prompt Notice, as herein provided, of any accident, casualty, damage or other similar occurrence in or to the Premises or the Common Areas of which Tenant has knowledge.

10.1.15. To keep the Premises sufficiently heated at all times to prevent water pipes from freezing and any other damage occurring due to low temperatures in the Premises.

10.1.16. To install, maintain and keep in good repair at Tenant's sole cost and expense signs to the extent permitted under this Lease.

10.1.17. INTENTIONALLY OMITTED.

10.1.18. Comply, at its sole expense, with all laws, ordinances, rules and regulations relating to the protection of public health, safety and welfare and with all environmental laws, ordinances, rules and regulations in the use, occupancy and operation of the Premises. Tenant agrees that no Hazardous Substances (as hereinafter defined) shall be used, located, stored or processed on the Premises or be brought into the Property by Tenant or allowed to exist at the Premises, to the extent the same violates any applicable environmental Law, and no Hazardous Substances will be released or discharged from the Premises (including, but not limited to, ground water contamination) in violation of applicable environmental Laws. The term "Hazardous Substances" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitation, PCB's, asbestos and raw materials that

include hazardous constituents or any other similar substances or materials that are now or hereafter included under or regulated by any environmental Laws or that pose a health, safety or environmental hazard. In the event that Tenant is notified of any investigation or violation of any environmental Law arising from Tenant's activities at the Premises, Tenant shall immediately deliver to Landlord a copy of such notice. In such event or in the event Landlord reasonably believes that a violation of environmental Law exists, Landlord may conduct such tests and studies relating to compliance by Tenant with environmental Laws or the alleged presence of Hazardous Substances upon the Premises as Landlord reasonably requires. In the event that the tests and/or studies reveal that Tenant has not complied with environmental Laws, Tenant shall reimburse Landlord for its actual and reasonable costs related to the conducting of such tests and/or studies by third parties. If the tests and/or studies reveal no violation of environmental Laws by Tenant, the tests and/or studies shall be at Landlord's expense. Subject to Section 9.7 above, Landlord's inspection and testing rights are for Landlord's own protection only, and Landlord has not, and shall not be deemed to have assumed any responsibility to Tenant or any other party for compliance with environmental Laws, as a result of the exercise, or non-exercise of such rights. Tenant shall indemnify, defend, protect and hold harmless Landlord, Owner and the Owner Entities from and against any and all loss, claim, expense, liability and cost (including reasonable attorneys' fees) arising out of or in any way related to the presence of any Hazardous Substance introduced to the Premises by Tenant, its agents, employees, contractors or invitees after Landlord has delivered possession of the Premises to Tenant.

Section 10.2 Negative Covenants. Tenant covenants and agrees at all times during the Term and such further time as Tenant occupies the Premises or any part thereof:

10.2.1. Not to violate the Declaration of Covenants, Conditions, Restrictions and Easements (the "REA") dated August 25, 1978 (a partial copy of which Landlord has provided to Tenant) by and between Landlord's title holder and the ownership interest of the condominium parcel located above and contiguous to the Premises (the "Condominium Parcel"). Landlord represents that to its actual knowledge as of the Effective Date it is in full compliance and has not breached any of the terms or conditions of the REA. Landlord acknowledges and represents that several exhibits referenced in the REA are missing and cannot be located. A copy of the partial REA is attached to and made a part of this Lease as Exhibit B.

10.2.2. INTENTIONALLY OMITTED

10.2.3. Not to injure, overload, deface, or otherwise harm the Premises or the Property; nor commit any nuisance; nor unreasonably annoy owners or occupants of neighboring property; nor use the Premises for any extra hazardous purpose or in any manner that will suspend, void or make inoperative or increase the cost of any policy of Insurance; nor burn any trash or refuse within the Property; nor sell, display, distribute or give away any alcoholic liquor or beverages without the appropriate liquor licenses from the applicable governmental authorities; nor permit or cause odors to emanate or be dispelled from the Premises; nor solicit business in the Common Areas nor distribute advertising material to, in or upon any Common Areas; nor sell, distribute or give away any product or service which tends to create a nuisance in the Common Areas; nor make any use of the Premises which is improper, offensive or contrary to any law or ordinance or any regulation of any applicable governmental authority; nor conduct or permit any liquidation, going-out-of-business, bankruptcy, fire, or auction sales in the Premises; nor use any

system for the reception or broadcast of music which has not been approved by Landlord; nor use any advertising medium such as handbills, flashing lights, searchlights, signs, loudspeakers, phonographs, sound amplifiers or audio video receiving equipment in a manner to be seen or heard outside of the Premises other than Tenant's sign approved by Landlord; nor load, unload or park any truck or other delivery vehicle in any area of the Property other than the area designated therefor by Landlord, between the hours of 7:00 a.m. and 9:00 p.m., nor use any vestibule or entry of the Premises, sidewalks, walkways or Common Areas of the Property for the storage or disposal of trash or refuse or the keeping or displaying of any merchandise or other object, including, but, not limited to, the use of any of the foregoing for any newsstand, cigar stand, sidewalk shop or any business occupation or undertaking (such uses of such areas being reserved to Landlord and its designees); nor operate any heating or cooling devices, other than the heating, ventilating and air conditioning system in place at the commencement of this Lease or authorized by Landlord during the term hereof; nor place any fence, structure, barricade, building, improvement, division rail or obstruction of any type or kind on any part of the Common Areas; nor use the courts and walks for any purpose other than pedestrian traffic; nor install or use any sign or other advertising device on the exterior of the Premises other than as approved by Landlord in writing or permitted under this Lease; nor use or permit the use of any portion of the Premises as living quarters, sleeping apartments or lodging rooms; nor do or permit waste or a nuisance upon the Premises nor any act tending to injure the reputation of the Property. If Tenant does any act or uses the Premises in such a manner as will increase the cost of any policy of Insurance, then, without prejudice to any other remedy available to Landlord hereunder or at law or in equity for such breach, Landlord shall have the right to require Tenant to pay as additional rent hereunder the amount by which the premiums for such insurance are increased as a result of such use, which payment shall be in addition to the payment of Tenant's Pro Rata Share of Insurance included in the Operating Costs.

10.2.4. Not to make any alterations or additions in the Premises nor permit the making of any holes in the walls, partitions, ceilings, or floors; nor place any load on any floor in the Building or Premises which exceeds the floor load per square foot which such floor was designed to carry; nor permit any roof penetrations or alterations to the heating, ventilating or air conditioning system or the sprinkler system; nor install any electrical equipment which overloads the electrical panel to the Premises; nor permit the painting or placing of any exterior signs, placards or other advertising media, awnings, aerials, antennas, or the like, without on each occasion obtaining the prior written consent of Landlord, which consent shall be commercially reasonable and not arbitrary and shall depend in part upon Landlord's review and approval by Landlord of plans and specifications which are deemed necessary or appropriate by Landlord, and on each occasion complying with all applicable statutes, ordinances, regulations, codes, the REA and Landlord's sign and design criteria. If Landlord consents to any roof penetration or alterations to the heating, ventilating or air conditioning system or the sprinkler system, Tenant shall cause such penetration or alterations to the heating, ventilating or air conditioning system or the sprinkler system to be made under and pursuant to the supervision of Landlord's roofing, HVAC or sprinkler system contractor, as applicable, at Tenant's sole cost and expense.

10.2.5. Not to assign, sell, mortgage, pledge, hypothecate or in any manner transfer or encumber this Lease or any interest therein by operation of law or otherwise, and not to assign this Lease or sublet the Premises or any part or parts thereof, or permit occupancy by anyone with, through or under it without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. Notwithstanding the forgoing or any other provision of this Subsection 10.2.5,

(a) if Tenant proposes an assignment or subletting to any user whose net worth and income statement are inferior to those of Tenant, Landlord's non-approval thereof shall be deemed to be reasonable, (b) Tenant shall not have the right to assign, sell, mortgage, pledge, hypothecate or in any manner transfer or encumber this Lease or any interest therein by operation of law or otherwise, or assign the Lease or sublet the Premises or any part or parts thereof, or permit occupancy by anyone if a Tenant Event of Default has occurred, (c) no assignment, subletting, use, occupancy, transfer or encumbrance by Tenant or any assignee of Tenant shall operate to relieve Tenant from any covenant, liability or obligation under this Lease and any Tenant and any subsequent assignor of this Lease shall remain jointly and severally liable for all obligations under this Lease with the assignee and any subsequent assignee, if applicable. Consent by Landlord to any assignment or subletting shall not waive the necessity for consent to any subsequent assignment or subletting. Tenant shall pay to Landlord all of Landlord's reasonable costs which are incurred in reviewing Tenant's request for such consent, including, but not limited to, Landlord's attorneys' fees and expenses. If Tenant requests Landlord's consent to an assignment of the Lease or to a sublease of all or a portion of the Premises, Landlord may, in lieu of granting such consent or reasonably withholding the same, require that Tenant cause the proposed assignee or sublessee to enter into a direct lease with Landlord on the proposed terms of the assignment or sublease. Effective on the effective date of said direct lease with the proposed assignee or sublessee, this Lease shall terminate as to that portion of the Premises which is the subject of such direct lease; provided, however, that Landlord shall not exercise its right to terminate or partially terminate this Lease based solely on Tenant requesting Landlord's consent to a proposed assignment or subletting. If as a consequence thereof, this Lease terminates only as to a part of the Premises, the Annual Base Rent for the remaining Operating Years or portions thereof shall be adjusted based upon the square footage of the part subleased. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anyone other than Tenant, Landlord may collect any and all rent and other charges from the assignee, subtenant or occupant and apply the net amount collected to the rent and other charges due hereunder, but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the complete performance by Tenant of the terms, covenants and conditions of this Lease relating to the retained portion of the leased Premises.

10.2.6. Not to operate or use, or permit or suffer to be operated or used, all or any part of the Premises for any use or purpose other than Tenant's Use permitted hereunder nor any other use or purpose which is inconsistent with the image and standard of quality of the Property, it being mutually acknowledged that the Property is to be operated as a first-class property.

10.2.7. Not to suffer any mechanics, laborers' or materialmen's liens to be filed against the Premises or the Property or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises, by, or at the direction or sufferance of, Tenant, or anyone holding the Premises or any portion thereof through or under the Tenant; provided, however, that if any such liens shall, at any time, be filed or claimed, Tenant shall have the right to contest, in good faith and with reasonable diligence, any and all such liens, provided security reasonably satisfactory to Landlord is deposited with Landlord or Landlord's designated title insurer to insure payment thereof, together with all interest and other costs associated therewith, and to prevent any sale, foreclosure or forfeiture of the Premises or the Property by reason of nonpayment thereof. On final determination of the lien or claim for lien, Tenant shall immediately pay any final judgment rendered, with all proper costs

and charges, and shall have the lien released of record and any judgment satisfied. If Tenant shall fail to contest the same with due diligence (having provided security to Landlord as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and, in any case, before judgment of sale, foreclosure or forfeiture thereunder, then, in addition to any other remedy available to Landlord hereunder or at law or in equity, Landlord may, at its option, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and all costs and expenses, including, but not limited to, attorneys' fees, expenses and court costs, incurred by Landlord in procuring the discharge of such lien or judgment shall be deemed to be additional rent and, together with the interest thereon at the Default Rate, as hereinafter defined, shall be due and payable by Tenant on demand by Landlord. Nothing in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Premises to any lien or liability under any jurisdiction in which the Premises are located or prevent Tenant from contesting the lien and posting a bond within the time period provided in this Section 10.2.7. If Tenant timely posts such bond protecting Landlord's interest in the Property then Landlord shall not pay the contractor until the lien and dispute are finally resolved and not subject to appeal.

10.2.8. Other than in the Play Area, not to locate any fixtures, equipment, inventory, signs, placards or any other kind of advertising material in the Common Areas nor outside of the Premises without Landlord's approval which shall not be unreasonably withheld or delayed. Landlord represents that Tenant may attach advertising and identification signs on the exterior of the Premises under the REA.

10.2.9. Not to affix, maintain or locate signs, placards or other advertising material visible from outside the Premises except in compliance with all applicable laws, statutes ordinances and regulations and approved by Landlord in writing which approval shall not be unreasonably withheld or delayed. Landlord may, with twenty-four hours prior notice and accompanied by Tenant's representative at any time when minors are present on the Premises (except in the event of an emergency), enter the Premises and remove any items installed or maintained by Tenant in violation of this subsection. To the extent permitted under the REA and all applicable laws, statutes ordinances and regulations, and subject to the prior approval of Landlord, which approval shall not be unreasonably withheld or delayed, Tenant, at its sole expense, shall have the exclusive right, at Tenant's sole cost and expense, to place its signage on the Clark Street and Lincoln Avenue sides of the Building. Tenant, at its expense, shall maintain any and all required permits and other governmental approvals for, and shall keep in good, order, repair and condition all Tenant signage, including without limitation the signage described in the foregoing sentence. Tenant, at its expense, shall remove all Tenant signage from the Premises and the Building prior to the expiration or earlier termination of this Lease and shall restore any damage caused by such removal.

ARTICLE 11 DAMAGE OR TAKING AND RESTORATION

Section 11.1 Fire, Explosion or Other Casualty.

11.1.1. Except as otherwise provided in Subsection 11.1.2, if the Premises are damaged by fire, explosion or other cause or casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage shall be repaired by Landlord at

Landlord's expense within one hundred eighty (180) days after Landlord receives Notice, as herein provided, of the occurrence of such casualty (such period to be automatically extended so long as Landlord continues to diligently prosecute such repairs), provided that Landlord shall not be obligated to spend for such repair an amount in excess of the insurance proceeds and Landlord's insurance deductible (other than proceeds paid with respect to loss of rents or income) recovered and available for such purpose as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, fixtures, furniture, furnishings, floor coverings, equipment and all other improvements to the Premises. In the event such damage also involves the residential units located above the Premises, such period shall automatically be extended an additional ninety (90) days.

11.1.2. In the event of any damage described in Subsection 11.1.1 and where (a) Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) the Building is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, Landlord may elect either to repair or to rebuild the Premises or the Building, or to terminate this Lease upon giving Notice, as herein provided, of such election in writing to the Tenant within ninety (90) days after the occurrence of the event causing such damage. If Landlord elects to terminate this Lease, such termination shall be effective as of the date of the event causing the damage and Tenant shall pay any and all rent and other charges due hereunder up to such effective termination date, with an appropriate refund by Landlord of such rent or other charges as may have been paid in advance for any period subsequent to the date of such termination.

11.1.3. If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, and the damages shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Annual Base Rent and Tenant's Pro Rata Share of Operating Expenses and Real Estate Taxes for the applicable Operating Year(s) shall be allowed from the date when the damage occurred until sixty (60) days after the date Landlord completes the work in the Premises pursuant to this section, such proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor area of the Premises. If Landlord is required or elects to repair the Premises as provided herein, Tenant shall repair or replace its stock-in-trade, fixtures, furniture, furnishings, floor coverings and equipment and, if Tenant has closed, Tenant shall promptly reopen for business upon Landlord's completion of its repair of the Premises and Tenant's repair of its fixtures, furniture, furnishings, floor coverings, equipment and improvements.

Section 11.2 Eminent Domain.

11.2.1. If the whole or more than fifty percent (50%) of the Premises shall be taken by any public authority by the exercise, or under the threat of the exercise, of the power of eminent domain, this Lease shall terminate as of the day the right to possession shall be taken by such public authority and Tenant shall pay any and all rent and other charges due hereunder up to such date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken.

11.2.2. If less than fifty percent (50%) of the floor area of the Premises shall be so taken, the Term shall cease only on the parts so taken as of the day the right to possession shall be

taken by such public authority, and Tenant shall pay any and all rent and other charges due hereunder up to such day with appropriate refund by Landlord of such rent as may have been paid in advance on the portion of the floor area so taken for any period subsequent to the date the right to possession is taken and thereafter the Annual Base Rent, and any and all other charges due hereunder for the remaining Operating Years, or portions thereof, shall be equitably adjusted, based upon the square footage of the Premises remaining. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining Premises a complete architectural unit within one hundred eighty (180) days after the day the right to possession is taken (such period to be automatically extended so long as Landlord continues to diligently prosecute such repairs and alterations), provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord and is available for such purpose. If the portion of the floor area of the Premises so taken leaves space no longer suitable for Tenant's Use, then this Lease shall terminate as of the day the right to possession is taken and Tenant shall pay any and all rent and other charges due hereunder up to such day with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to such day.

11.2.3. If more than twenty-five percent (25%) of the floor area of the Building shall be taken by the exercise, or under the threat of the exercise, of the power of eminent domain, Landlord may, by giving Notice, as herein provided, to Tenant delivered on or before the day of surrendering the right to possession to the public authority, terminate this Lease and any and all rent and other charges due hereunder up to such date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right of possession is taken.

All compensation awarded for any taking under the power of eminent domain, whether for the whole or part of the Premises shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise and Tenant hereby assigns to Landlord all of the Tenant's right, title and interest in and to any and all such compensation except Tenant shall be entitled to a portion of said compensation for the contributory value of its alterations and improvements to the fair market value of the Premises (less the unamortized amount of the Tenant Allowance). Tenant shall have the right to seek compensation and a separate award in a separate action for Tenant's personal property, Tenant's improvements, moving expenses and lost business, and Landlord will cooperate with Tenant with regard thereto, so long as no such award is based upon a diminution of Tenant's leasehold interest hereunder and no such award will reduce the amount of any award which would otherwise be receivable by Landlord. Tenant agrees to execute such commercially reasonable instruments of assignment as may be required by Landlord, and to turn over to Landlord any such damages that may be recovered in any such proceeding. Landlord shall pay to Tenant all of Tenant's reasonable costs which are incurred in reviewing said instruments, including but not limited to, Tenant's attorneys' fees and expenses.

Section 11.3 Election to Terminate. Following a casualty to or condemnation of any part of the Premises, if Landlord is required or elects to repair the Premises as herein provided, and such repairs are not substantially complete within the one hundred eighty (180) day periods described in Subsections 11.1.1 or 11.2.2 (or within two hundred seventy (270) days if the loss involves the residential units above the Premises) or within one hundred twenty (120) days

following the ninety (90) day period described in Subsection 11.1.2, as applicable, then Tenant may elect to terminate this Lease as of the end of such applicable period; such election shall be exercised, if at all, by giving written notice to Landlord within thirty (30) days after the end of the applicable period.

ARTICLE 12 TENANT'S DEFAULT AND REMEDIES

Section 12.1 Defaults by Tenant. Without further notice, Landlord may, at its option, exercise any of the remedies for breach of this Lease provided herein or provided at law, in equity or by statute, if any of the following events ("Event of Default") occurs:

- (a) Tenant fails to pay any and all rent or any other charges or payments provided to be made hereunder within ten (10) days after Notice of default;
- (b) Tenant fails to initially open for business and remain open for business as provided in Subsection 10.1.4, or ceases operation in all or a material portion of the Premises prior to the Termination Date or abandons or vacates the Premises for more than ten (10) days after Notice of such failure, cessation, abandonment or vacation, as applicable. Closure for vacation, school holidays and breaks, and due to epidemics and pandemics shall not be an Event of Default;
- (c) Tenant fails to immediately cure any hazardous condition which Tenant has created in violation of law, governmental regulations or in breach of this Lease, after Tenant receives Notice thereof or, earlier, after Tenant has actual knowledge thereof;
- (d) Tenant does not pay within fifteen (15) days after written demand any other liability to Landlord arising out of, or in connection with, any obligation of Tenant to Landlord relating to the Property;
- (e) Tenant fails to perform in a complete manner any other term, covenant or condition of Tenant in this Lease and unless it is expressly provided in this Lease that a specified act or omission by Tenant constitutes a default hereunder without Notice from Landlord, such failure continues for thirty (30) days after Notice thereof; provided, however, that where Tenant is diligently pursuing the cure of such default and such default is not reasonably curable within said thirty (30) days, Tenant shall have an additional thirty (30) days to attempt to cure such default which shall be extended if the default cannot be cured within said time period and Tenant is diligently remedying the default;
- (f) a receiver or similar officer becomes entitled to this leasehold;
- (g) Tenant's interest in this Lease is taken by execution or other process of law in any action against Tenant;
- (h) the Premises are levied upon by any revenue officer or similar officer;

(i) Tenant does, or permits to be done, any act which creates a mechanic's lien or claim against the Premises or the Property and Tenant does not promptly comply with the provisions hereunder with respect thereto;

(j) Tenant shall repeatedly be late in the payment of any rent or other charges to be paid under this Lease or shall repeatedly default in the keeping, observing or performing of any other term, covenant or condition to be kept, observed or performed by Tenant (provided Notice of such late payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such late payment or other defaults of which Notice was given). For purposes of this section only, the term "repeatedly" shall mean two (2) or more occurrences within any period of twelve (12) consecutive calendar months; or

(k) Tenant has submitted any fraudulent report required to be furnished hereunder or breaches any representation or warranty made hereunder.

Section 12.2 Termination Upon Default. Upon the occurrence of any Event of Default, Landlord may, in addition to all other rights and remedies it may have, terminate this Lease by giving Notice, as herein provided, to Tenant. Either before or after such termination of this Lease, Landlord may reenter the Premises, pursuant to legal proceedings, to remove all persons, fixtures and chattels therefrom and at Landlord's option to store the same at Tenant's expense. Tenant shall pay to Landlord on demand, as damages and not as a penalty, the sum of (1) any and all rents and other charges due and payable by Tenant as of the date of termination, plus (2) the unamortized cost to Landlord, computed in accordance with generally accepted accounting principles, of improvements to the Premises, if any, provided by Landlord at its expense or otherwise paid for by Landlord, plus (3) a sum of money equal to the then present value, using an annual discount rate of five percent (5%) of (i) the Annual Base Rent for the remainder of the Term, Tenant's Pro Rata Share of Operating Costs, Tenant's Pro Rata Share of Real Estate Taxes and all other charges provided herein to be paid by Tenant to Landlord for the remainder of the Term, less (ii) the fair rental value of the Premises for said period (net of the reasonable cost of reletting the Premises), plus (4) the cost of performing any other covenants to be performed by Tenant for the remainder of the Term, plus (5) reimbursement of the unamortized Tenant Allowance, the Demolition Allowance and the Rent Abatement calculated on a 120 month straight line basis, plus (6) any other damages sustained by Landlord due to any Event of Default, including, but not limited to, reasonable attorneys' fees and court costs. Nothing contained herein shall limit or prejudice the right of Landlord to prove and obtain as damages, by reason of such Event of Default, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount referred to above.

Section 12.3 Repossession Upon Default. Upon the occurrence of any Event of Default, Landlord may repossess the Premises by detainer suit or upon Notice to Tenant (as provided for herein or by law) and without terminating this Lease, in which event Landlord shall use commercially reasonable efforts to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than the remaining under the Term, the right to relet the Premises as a part of a larger area, and the right to change the character or use of the Premises) and otherwise mitigate its

damages. For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient. Whether or not the Premises or any part are relet, Tenant shall pay to Landlord on demand any and all rents and other charges payable by Tenant as of the date Landlord repossesses the Premises. Tenant shall be liable for and shall pay from time to time upon demand from Landlord the difference between (1) the Annual Base Rent or any portion thereof, Tenant's Pro Rata Share of Operating Costs, Tenant's Pro Rata Share of Real Estate Taxes and all other charges provided herein to be paid by Tenant for the remainder of the Term; and (2) the net avails of any reletting, if any, during the Term; and Tenant agrees that Landlord need not wait until the termination of this Lease to recover any sums falling due under the terms of this section. If the Premises are relet, Tenant shall pay to Landlord, upon demand, any cost or expense incurred by Landlord in such reletting including, but not limited to, any and all expenses for decorations, repairs, changes, alterations, additions, brokers' commissions and attorneys' fees. In no event, however, shall Landlord be under any obligation to relet the Premises for any purpose that (i) would result in Landlord being in default under any other lease at the Building, (ii) is for a use other than retail or (iii) is not compatible with a quality retail Property, nor shall Landlord be liable for any failure to relet, failure to collect rent or giving rental or other concessions to any new tenant consistent with market for similar space in similar buildings. No such re-entry by Landlord shall constitute an election to terminate this Lease unless and until Landlord gives Tenant Notice, as herein provided, of Landlord's election to terminate nor shall it relieve Tenant of its obligations under this Lease, all of which shall survive such repossession.

Section 12.4 Bankruptcy Default. If Tenant or any Guarantor of this Lease shall become bankrupt or insolvent or unable to pay its debts as such become due, or shall file any debtor proceedings, or if Tenant or any Guarantor shall take or shall have taken against either party, in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such Guarantor's property, which petition is not dismissed within one hundred twenty (120) days, or if Tenant or any such Guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then the occurrence of any one of such events shall constitute an Event of Default and Landlord may exercise any of the remedies for an Event of Default provided herein or provided at law, in equity or by statute and, in addition thereto, Landlord shall have the immediate right of reentry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without Notice, as herein provided, or 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 12.5 Late Charge on Late Payment. If Tenant shall fail to pay any Rent or other charges on or before the expiration of the notice and cure period provided for in Section 12.1 hereof, Tenant shall be obligated to pay a late payment charge equal to five (5%) percent of the amount due per month to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 12.5 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. Tenant shall pay a Fifty Dollar (\$50.00) charge for any checks written to Landlord or ACH payments returned for insufficient funds.

Section 12.6 Holdover by Tenant. Any holding over by Tenant after the expiration of the Term or termination of this Lease shall operate and be construed to be a tenancy from week-to-week only, at a monthly rental rate equal to one hundred fifty percent (125%) of the Monthly Base Rent, and any and all other charges payable hereunder at the expiration of the Term or termination of this Lease. If Tenant holds over after a written demand by Landlord for possession at the expiration of the Term or after termination of this Lease by either party of a month-to-month tenancy created pursuant to this section, or after termination of the Lease or of Tenant's right to possession pursuant to Section 12.3 or Section 12.4, Tenant shall pay monthly rent at a rate equal to one hundred fifty percent (125%) of the Monthly Base Rent payable immediately prior to the expiration or other termination of this Lease or Tenant's right to possession. In addition, Tenant shall remain liable for any other charges payable hereunder, and Tenant shall also be responsible for the payment to Landlord of any direct or indirect cost or expense or loss suffered by Landlord arising from Tenant's holding over. Nothing in this section shall be construed to give Tenant the right to hold over after the expiration or termination of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises.

Section 12.7 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, at any time, with Notice, as herein provided, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including, without limitation, reasonable attorneys' fees and expenses, shall be so much additional rent immediately due and payable upon demand.

Section 12.8 Effect of Waiver of Default Valuation Laws. No consent or waiver, expressed or implied, by Landlord to or of any breach of any term, covenant or condition of this Lease shall be construed as a consent or waiver to or of any other breach of the same or any other term, covenant or condition. No payment by Tenant nor receipt from Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest unpaid rent or other charges due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or other charge or pursue any other remedy available to Landlord. Any recovery under this Article shall be without relief from any valuation and appraisal laws now or hereafter enacted.

Section 12.9 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient by Landlord or Tenant.

Section 12.10 Costs of Collection. Landlord and Tenant agree to pay the other party's actual costs and expenses, including attorney's fees, that may be incurred in enforcing Landlord's or Tenant's, as applicable, covenants and agreements contained in this Lease; provided that Landlord or Tenant, as applicable, is the prevailing party. In addition, Tenant shall pay all of Landlord's fees, cost and expenses, including attorneys' fees, Landlord incurs as a result of having to appear, defend or otherwise participate in any action or proceeding arising from the filing,

imposition, contesting, discharging or satisfaction of any lien or claim for lien or in any other litigation to which Landlord becomes a party as a result of Tenant's disputes with or litigation involving third parties or review of any conditions or documents if Tenant requests Landlord's approval or consent to any action of Tenant which may be desired by Tenant or required hereunder. The covenants of this section shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

ARTICLE 13 MISCELLANEOUS PROVISIONS

Section 13.1 Mutual Waiver of Claims and Subrogation. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease or anyone claiming by, through or under them in connection with the Premises or the Property and (b) such party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty [30] days following Notice, as herein provided, to pay such increased cost, thereupon keeping such release and waiver in full force and effect). Such release of liability and waiver of the right of subrogation shall not be operative in any case where the liability is the result of a party's gross negligence or willful misconduct. If the party released from liability hereunder is the Landlord, said term "Landlord" for the purpose of this section only, shall include Owner, Owner's Entities, and their respective agents, shareholders, officers, directors and employees.

Section 13.2 Notices. Any notice ("Notice") or demand from Landlord to Tenant or from Tenant to Landlord shall be in writing and shall be personally delivered, mailed by registered or certified mail, or sent by a nationally recognized air courier, such as, but not limited to Federal Express or UPS, addressed, if to Tenant, to the Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service. Notices shall be effective on the third day after the date of mailing.

Section 13.3 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than the Leasing Broker(s) listed in Subsection 1.1.21 and the Leasing Broker(s) and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost (including attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

Section 13.4 INTENTIONALLY OMITTED.

Section 13.5 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent, of partnership, of joint venture or any other relationship between the parties hereto, other than the relationship of landlord and tenant.

Section 13.6 Subordination. The rights and interests of Tenant under this Lease shall be subject and subordinate to the lien of any mortgage, trust deed or any other lien resulting from any financing or refinancing hereafter placed upon the Property or any part thereof, or upon any portion or all of the Property and other property (a "Mortgage"). The mortgagee or trustee (a "Mortgagee") named in any Mortgage shall agree upon request of Tenant to recognize the rights of Tenant hereunder in the event of foreclosure and not to disturb Tenant's continued possession of the Premises during the Term (as extended, if applicable) so long as Tenant is not in default hereunder. If such Mortgagee shall elect by written notice to Tenant to subject and subordinate the Mortgage to the rights and interests of Tenant under this Lease, the Mortgage shall be so subject and subordinate. If such Mortgagee desires to evidence such subordination of this Lease to such Mortgage, or such Mortgage to this Lease, as applicable, then Tenant, upon Notice, shall execute and deliver whatever instruments may be reasonably required for such purposes within fifteen (15) business days of receipt of said instruments. If Tenant fails to execute such agreement or instrument and deliver the same to Landlord within fifteen (15) days after its submission to Tenant, then Landlord shall deliver a second written notice to Tenant notifying Tenant of such failure. If Tenant fails to deliver such agreement or instrument to Landlord within five (5) days after the date of said second notice, Tenant acknowledges and agrees that Landlord is authorized to act as Tenant's attorney-in-fact hereunder to execute any such agreement or instrument for and on behalf of Tenant, provided the information contained therein is, to Landlord's knowledge, true, accurate and complete. If requested by Tenant such Mortgagee (if and to the extent provided in the loan documents) shall execute and deliver a non-disturbance agreement to Tenant and Landlord; provided, however, that Tenant shall pay any and all costs associated with the preparation, execution and delivery of such non-disturbance agreement, including reasonable attorneys' fees, incurred by Landlord and such Mortgagee. If any Mortgagee shall request in a written notice to Tenant that Tenant thereafter shall give such Mortgagee notice simultaneously with any notice given to Landlord and an opportunity to cure any default of Landlord in the performance of any of the terms, covenants and conditions to be performed by the Landlord hereunder, Tenant shall thereafter comply with such request and agrees that such Mortgagee shall have the right within thirty (30) days after receipt of any such notice to cure such default or otherwise perform Landlord's covenants and obligations before the Tenant, by reason of such default or failure to perform, may take any action to terminate this Lease or any other action with respect to this Lease or the rents and other charges payable hereunder; provided such thirty (30) day period shall be extended for an additional sixty (60) days so long as such Mortgagee is proceeding diligently to correct and remedy such default.

Section 13.7 Attornment. Upon written request of any Mortgagee, Tenant shall agree in writing that: (i) no action to foreclose a Mortgage shall terminate this Lease or invalidate or constitute a breach of any of the terms or conditions hereof, (ii) Tenant will attorn to the purchaser at any foreclosure sale or the grantee in any conveyance in lieu of foreclosure as landlord of the Premises, and (iii) Tenant will, upon written request of such purchaser or grantee, execute such

instruments as may be necessary or appropriate to evidence such attornment; provided that the Mortgagee agrees with Tenant in writing that so long as Tenant is not in default hereunder, Tenant's right to possession and enjoyment of the Premises shall be and remain undisturbed and unaffected by the Mortgagee or by any foreclosure proceedings under its mortgage. Concurrent with such attornment agreement, Tenant shall receive from Mortgagee a Subordination, Non-disturbance and Attornment Agreement on Mortgagee's standard, commercially reasonable form confirming the above. Neither the Mortgagee nor any purchaser at a foreclosure sale or any grantee in a deed in lieu of foreclosure shall be liable for any amounts paid by Tenant to Landlord prior to the time such amounts become due hereunder, or any act or omission of Landlord which occurred prior to such sale or conveyance, nor shall Tenant be entitled to any offset against or deduction from rent due hereunder after such date by reason of any such prepayment by Tenant or any such act or omission of Landlord prior to such date.

Section 13.8 Estoppel Certificates. At any time, and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing in form reasonably satisfactory to Landlord, certifying to Landlord, any Mortgagee or any potential purchaser of the Property, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Monthly Base Rent and any and all other charges have been paid, the absence of any default or any claim or offset by Tenant against Landlord (or specifying any such default, claim or offset) and making such other accurate certifications as Landlord, such Mortgagee or such potential purchaser may reasonably require, such certifications to be to the best of Tenant's knowledge, where appropriate. If Tenant fails to execute such agreement or instrument and deliver the same to Landlord within ten (10) business days after its submission to Tenant, then Landlord shall deliver a second written notice to Tenant notifying Tenant of such failure. If Tenant fails to deliver such agreement or instrument to Landlord within five (5) days after the date of said second notice, then Tenant acknowledges and agrees that Landlord is authorized to act as Tenant's attorney-in-fact hereunder to execute any such agreement or instrument for and on behalf of Tenant and Tenant will be bound by the terms of the estoppel certificate prepared and executed by Landlord provided the information contained therein is, to Landlord's knowledge, true, accurate and complete.

Section 13.9 Applicable Law and Construction. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease (other than those provisions relating to the payment of rent or other charges) shall not affect or impair any other provision. The headings of the articles, sections or subsections contained herein are for convenience only and do not define, limit or construe the contents of such articles, sections or subsections. Whenever a singular term is used herein, the same shall include the plural. Whenever the masculine gender is used herein, the same shall include the feminine and neuter genders.

Section 13.10 Time of the Essence. Time is of the essence in this Lease.

Section 13.11 Execution of Lease by Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement.

in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or Leasing Broker(s) shall alter, change or modify any of the provisions hereof. This Lease constitutes the entire Agreement between Landlord and Tenant and there are no representations, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant other than those set forth herein. Any subsequent change, addition or alteration to this Lease shall not be binding upon Landlord or Tenant unless in writing and signed by both parties.

Section 13.12 Binding Effect of Lease. The terms, covenants, agreements, obligations and conditions contained herein, except as otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns subject to the rights of Landlord under Subsection 10.2.5 above. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the terms, covenants and conditions to be performed by Landlord herein arising on or after the date of such assignment, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder with respect to terms, covenants, agreements, obligations and conditions to be performed by Landlord other than Landlord's obligation to indemnify Tenant in Section 9.5 for any Claims arising prior to the date of assignment.

Section 13.13 Agency or Independent Contractor. Any service which Landlord is required or elects to furnish under this Lease may be furnished by any agent employed by Landlord or by an independent contractor, and the cost to Landlord of such agent or independent contractor shall be included in any cost chargeable to Tenant for such services.

Section 13.14 INTENTIONALLY OMITTED.

Section 13.15 Riders and Exhibits. Any and all Riders, if any, and all Exhibits referred to in or attached hereto are hereby incorporated into and made a part of this Lease.

Section 13.16 Force Majeure. Neither Landlord nor Tenant shall be deemed to be in default with respect to any obligation to perform any of the terms, covenants and conditions of this Lease (other than Tenant's obligation to pay Landlord any and all rent and other charges after the Commencement Date when the same are due and all such amounts shall be paid when due, if the failure to perform any such obligation is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal and whether such dispute is with Landlord, Tenant or some other person or entity), labor shortage, civil disorder, failure of power, restrictive governmental laws and regulations, government ordered shut down due to pandemics, epidemics, or declarations of emergency by governmental authorities, riots, insurrections, war, freight embargo, contractor or supplier delays, fuel, water, material or supply shortages, severe weather, acts of God, acts of terrorism, or any other cause beyond the reasonable control of the party which is obligated to perform. In such event, the time for performance by such party shall be extended by an amount of time equal to the period of the delay so caused. In no event, however shall an event of Force Majeure excuse Tenant's obligation to pay Rent, or any other amount due under this Lease.

Section 13.17 Recording. This Lease shall not be recorded by Tenant. If Tenant records this Lease, then such action shall be deemed an Event of Default. Upon the Effective Date,

Landlord and Tenant shall, at Landlord's option, execute a short form of lease provided by Landlord which may, at Landlord's option, only be recorded by Landlord provided that the failure to record such short form of lease shall not affect or impair the validity and effectiveness of this Lease. Tenant hereby makes, constitutes and irrevocably appoints Landlord as its attorney-in-fact coupled with an interest to terminate any such short form of lease, if any, which has been recorded upon the expiration or termination of this Lease due to the lapse of time or otherwise.

Section 13.18 Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the liability of Landlord hereunder shall be limited to the interest of Landlord in the Property in the event of a breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord. Tenant hereby agrees that any judgment it may obtain against Landlord shall be enforceable solely against Landlord's ownership interest in the Property.

Section 13.19 Personal Property Taxes. Tenant shall pay before delinquency any personal property taxes attributable to the furniture, fixtures, merchandise, equipment or other personal property situated in or on the Premises. If any such personal property taxes are levied against Landlord or Landlord's property, and if Landlord pays the same (which Landlord shall have the right, but not the obligation, to do) or if the assessed value of Landlord's property is increased by the inclusion of a value placed on Tenant's property, and if Landlord pays the taxes based on such increased assessment (which Landlord shall have the right, but not the obligation, to do), Tenant upon demand shall repay to Landlord the taxes levied against the Landlord or the proportion of such taxes resulting from any increase in the assessment on Landlord's property.

Section 13.20 Easements. Landlord shall have the right to grant any easements on, over, under and above the Premises for such purposes as Landlord determines, provided such easements will not materially interfere with Tenant's Use.

Section 13.21 Company Authority. Tenant represents and warrants that it has full power and authority, as the case may be, to enter into this Lease and has taken all action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

Section 13.22 INTENTIONALLY OMITTED.

Section 13.23 Default Under Other Lease. If the term of any lease other than this Lease made by Tenant for any other premises in the Building shall be terminated or terminable after the making of this Lease because of any default by Tenant under such other lease, such fact shall empower Landlord, at Landlord's sole option, to terminate this Lease by notice to Tenant.

Section 13.24 Confidentiality. Subject to Section 13.32 of this Lease, (i) Tenant acknowledges and agrees that the terms and conditions of this Lease and any future discussions, negotiations or communications (both verbal or written) concerning any amendment to this Lease are considered "confidential information" and (ii) Tenant shall hold the confidential information in strict confidence, shall not discuss or disclose any part of the confidential information to any other tenant (past or present) in the Property or any person or third party without the prior written

consent of Landlord. Landlord acknowledges that Board approvals for this Lease and any amendments to this Lease are public documents.

Section 13.25 Americans with Disabilities Act. Landlord has not received written notice from any governmental authority or agency of any violation by the Premises or the Property of any provision of 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 and supplemented from time to time (collectively referred to herein as the "ADA"). Landlord and Tenant acknowledge that the ADA establishes requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and the Property depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a primary function area or triggers "path of travel" requirements. The parties hereby agree that: (a) except as provided below, Landlord shall be responsible for ADA Title III compliance in the common areas of the Property, (b) 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 under or in connection with this lease, and (c) 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 Tenant Alterations in the Premises.

Section 13.26 Agent's Authority. This Lease is executed by the undersigned agent not personally but solely as agent and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the agent individually, or for the purpose of binding it personally, but this Lease is executed and delivered by the agent solely in the exercise of the powers conferred upon it as such agent pursuant to the direction of the and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Owner or Owner Entities or their agents on account hereof, or on account of any covenants, undertaking, representation, warranty or agreement herein contained, either express or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and the holder hereof, and by all persons claiming by or through or under said parties or holder hereof, it being agreed and understood that the Tenant under this Lease shall look solely to the real estate owned by Owner or Owner's Entities of which the Premises constitute a part for payment of any lien, claim, judgment or other liability arising out of the Landlord's obligations created by this Lease. Owner has designated JEROME H. MEYER & CO., as agent for Owner and Owner's Entities in connection with the management of the Property.

Section 13.27 Indebtedness. Landlord agrees to comply with the Tenant'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 13.28 Contingent Liability. The Illinois School Code prohibits the incurring of any liability unless an appropriation has been previously made, provided however that pursuant to 105 ILCS 5/34-49, the Tenant may lease real property and incur obligations under such leases without making a previous appropriation therefore. The Landlord acknowledges that any

expenditures beyond the Tenant's current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal years. Tenant represents and warrants to Landlord that (i) an appropriation for all amounts due to Landlord pursuant to this Lease in Tenant's fiscal year 2022 has been properly made, and (ii) for each subsequent fiscal year during the Term and prior to exercising any Extension Option, Tenant shall make, an appropriation for all amounts due to Landlord pursuant to this Lease for the applicable Operating Year and Extension Options.

Section 13.29 Inspector General. Each party to this Lease 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 13.30 Ethics. No officer, agent or employee of Tenant 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 Tenant'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 13.31 Conflict 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 of Tenant during the one-year period following expiration or other termination of their terms of office.

Section 13.32 Freedom of Information Act. Landlord acknowledges that this Lease and all documents submitted to the Tenant 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 13.33 Calendar Days. All references in this Lease to a certain number of days will be deemed to mean calendar days, unless otherwise expressly stated.

Section 13.34 Counterparts. This Lease may be executed in any number of counterparts, each of which will constitute an original but all of which, taken together, will constitute but one and the same instrument.

[END OF TEXT. SIGNATURES ON FOLLOWING PAGES]

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

LANDLORD:

JEROME H. MEYER & CO., Agent
as aforesaid

By: _____
Name: Howard Ellen
Its: President
Dated: _____

TENANT:

THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO, A MUNICIPAL
CORPORATION

By: Miguel del Valle DS
JMM
Name: Miguel del Valle
Its: President
Attest: Estela G. Beltran
Estela Beltran, Secretary

Dated: October 18, 2021
By: Pedro Martinez
Pedro Martinez
Chief Executive Officer

Dated: October 17, 2021

Board Report No.: 21-0922-OP1

Approved as to legal form:
By: Joseph T. Moriarty DS
JMM
Joseph T. Moriarty, General Counsel

FEIN: 36-6005821

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

LANDLORD:

JEROME H. MEYER & CO., Agent
as aforesaid

By: HE Ellen
Name: Howard Ellen
Its: President
Dated: 9-19-2021

TENANT:

THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO, A MUNICIPAL
CORPORATION

By: _____
Name: Miguel del Valle
Its: President

Attest: _____
Estela Beltran, Secretary

Dated: _____

By: _____
Pedro Martinez
Chief Executive Officer

Dated: _____

Board Report No.: 21-0923-OPI

Approved as to legal form:

By: _____
Joseph T. Moriarty, General Counsel

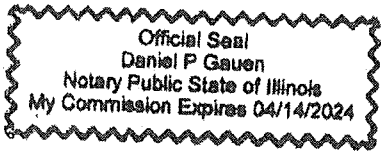
FEIN: 36-6005821

LANDLORD'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Dan Gauva, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that HOWARD ELLEN, the President of JEROME H. MEYER & CO., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for said uses and purposes.

GIVEN under my hand and notarial seal this 20th day of September, 2021.



D P G
Notary Public

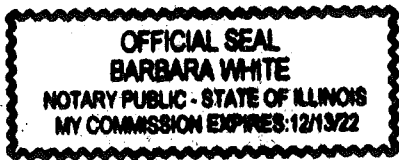
My Commission Expires:
4/14/24

TENANT'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Barbara White, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Miguel del Valle and the President the President of THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, CHICAGO, a municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 18 day of October, 2021.



Barbara White
Notary Public

My Commission Expires:
12/13/22