EDENS PLAZA

WILMETTE, ILLINOIS

LEASE

Between

EDENS PLAZA, LLC
a Delaware limited liability company,

as Landlord,

and

NORTHSHORE UNIVERSITY HEALTHSYSTEM
An Illinois not-for-profit corporation,

as Tenant

September 5, 2018

TABLE OF CONTENTS

Page

ARTICLE I. SCHEDULE OF BASIC DATA 1

Section 1.01 Landlord 1
Section 1.02 Landlord Federal Tax I.D 1
Section 1.03 Landlord's Notice Address 1
Section 1.04 Landlord's Address for Payment of Rent 1
Section 1.05 Tenant 2
Section 1.06 Tenant's Trade Name 2
Section 1.07 Tenant's Notice Address 2
Section 1.08 Date of Lease 2
Section 1.09 Section 1.09 Premises 2
Section 1.10 Section 1.10 Shopping Center 3
Section 1.11 Floor Area of the Premises 3
Section 1.12 Delivery Date 3
Section 1.13 Commencement Date 4
Section 1.14 Expiration Date, ... 4
Section 1.15 Option Period(s) 4
Section 1.16 Fixed Rent 4
Section 1.17 Intentionally Omitted 5
Section 1.18 Intentionally Omitted 5
Section 1.19 Center Expense Rent 5
Section 1.20 Tax Rent 5
Section 1.21 Security Deposit 5
Section 1.22 Permitted Use 5
Section 1.23 Minimum Hours of Operation 6
Section 1.24 Radius Restriction 6
Section 1.25 Broker(s) 6
Section 1.26 Guarantor(s) 6
Section 1.27 Exclusive 6
Section 1.28 Construction Allowance 7
Section 1.29 List of Exhibits 7

ARTICLE II. DEFINED TERMS 7

Section 2.01 Center Expenses 7
Section 2.02 Center Expense Rent 9
Section 2.03 Common Areas 9
Section 2.04 Intentionally Omitted 9
Section 2.05 Floor Area of the Premises 9
Section 2.06 Floor Area of the Developer Parcel 10
Section 2.07 Intentionally Omitted 10
Section 2.08 Landlord Indemnified Parties 10
Section 2.09 Lease Year 10
Section 2.10 Managing Agent 10
Section 2.11 Rent 10

TABLE OF CONTENTS
(continued)

Page

Section 2.12 Tax Rent 10
Section 2.13 Taxes 11
Section 2.14 Tenant Indemnified Parties 11
Section 2.15 Tenant's Proportionate Share 11

ARTICLE III. AGREEMENT TO LEASE 12

Section 3.01 Agreement to Lease 12
Section 3.02 Term 12
Section 3.03 Option to Renew 12
Section 3.04 Quiet Enjoyment 13
Section 3.05 Intentionally Omitted 13

ARTICLE IV. CONSTRUCTION OF IMPROVEMENTS 13

Section 4.01 Landlord's Work; Delivery Conditions 13
Section 4.02 Condition of Premises 16
Section 4.03 Tenant Improvements 16
Section 4.04 Construction Allowance 17

ARTICLE V. RENT 18

Section 5.01 Fixed Rent 18
Section 5.02 Tax Contests; Refunds 18
Section 5.03 Intentionally Omitted 18
Section 5.04 Intentionally Omitted 18
Section 5.05 Intentionally Omitted 18
Section 5.06 Center Expense Rent and Tax Rent 18
Section 5.07 Payment of Center Expense Rent and Tax Rent 19
Section 5.08 Tenant's Right to Examine Center Expenses 19
Section 5.09 Manner of Payment 20

ARTICLE VI. USE AND OPERATION OF PREMISES 20

Section 6.01 Permitted Use 20
Section 6.02 Operation by Tenant 20
Section 6.03 Noxious Uses 21
Section 6.04 Continuous Operation; Go Dark 21
Section 6.05 Intentionally Deleted 22
Section 6.06 Name of Shopping Center 22
Section 6.07 Intentionally Omitted 22
Section 6.08 Cleaning 22
Section 6.09 Intentionally Omitted 23
Section 6.10 Compliance 23
Section 6.11 Intentionally Omitted 23
Section 6.12 Intentionally Omitted 23

ARTICLE VII. UTILITIES AND OTHER SERVICES 24

TABLE OF CONTENTS
(continued)

Page

Section 7.01 Utilities 24
Section 7.02 Telephone Equipment 24
Section 7.03 Fire Protection Equipment 24
Section 7.04 Failure to Furnish Services 24
Section 7.05 Regulations Regarding Utilities and Services 25

ARTICLE VIII. COMMON AREAS 25

Section 8.01 Use of Common Areas 25
Section 8.02 Operation of Common Areas 25
Section 8.03 Changes and Additions to the Shopping Center 26
Section 8.04 Employee Parking Areas 27
Section 8.05 Parking 27
Section 8.06 Subdivision 28

ARTICLE IX. MAINTENANCE AND REPAIRS BY LANDLORD 28

Section 9.01 Maintenance and Repairs 28
Section 9.02 Maintenance Performed by Independent Contractors 28
Section 9.03 Access by Landlord 29

ARTICLE X. MAINTENANCE, REPAIRS AND ALTERATIONS BY TENANT 29

Section 10.01 Maintenance and Repairs 29
Section 10.02 Maintenance of Heating, Ventilating and Air Conditioning System 30
Section 10.03 Failure to Maintain or Repair 30
Section 10.04 Alterations 30
Section 10.05 Liens 31
Section 10.06 Labor Relations 31

ARTICLE XI. SIGNS 32

Section 11.01 Landlord Consent Required; Sign Criteria 32
Section 11.02 Under-Canopy Signs 32

ARTICLE XII. INSURANCE; INDEMNIFICATION AND WAIVER OF CLAIMS 33

Section 12.01 Landlord's Insurance 33
Section 12.02 Tenant's Insurance 33
Section 12.03 Waiver of Subrogation 34
Section 12.04 Indemnification 34
Section 12.05 Waiver of Claims 35
Section 12.06 Self-Insurance 36

ARTICLE XIII. DAMAGE BY FIRE OR OTHER CASUALTY 36

Section 13.01 Damage to Premises 36

TABLE OF CONTENTS
(continued)

Page

Section 13.02 Damage to Shopping Center 36
Section 13.03 Restoration of Premises 36
Section 13.04 Abatement of Rent 37

ARTICLE XIV. EMINENT DOMAIN 37

Section 14.01 Taking of the Premises 37
Section 14.02 Taking of the Shopping Center 37
Section 14.03 Ownership of Award 38

ARTICLE XV. ASSIGNMENT AND SUBLETTING 38

Section 15.01 Restrictions on Transfer 38
Section 15.02 Tenant to Remain Obligated 40
Section 15.03 Net Consideration of Assignment or Sublease 40
Section 15.04 Permitted Transfers 41

ARTICLE XVI. MORTGAGEE PROTECTION 41

Section 16.01 Subordination 41
Section 16.02 Attornment 41
Section 16.03 Mortgagee's Right to Cure 42
Section 16.04 Intentionally Omitted 42

ARTICLE XVII. ESTOPPEL CERTIFICATE 42

Section 17.01 Estoppel Certificate 42

ARTICLE XVIII.SURRENDER OF PREMISES 43

Section 18.01 Surrender of Possession 43
Section 18.02 Removal of Personal Property and Improvements 43
Section 18.03 Holdover by Tenant 43
Section 18.04 Survival 44

ARTICLE XIX. DEFAULT 44

Section 19.01 Events of Default 44
Section 19.02 Rights and Remedies of Landlord 45
Section 19.03 Landlord's Right to Cure Defaults 47
Section 19.04 Waiver of Defaults 47
Section 19.05 Personal Property 47
Section 19.06 Cost of Enforcement 47
Section 19.07 Landlord Default 47

ARTICLE XX. INTENTIONALLY OMITTED 48

Section 20.01 Intentionally Omitted 48

ARTICLE XXI. HAZARDOUS SUBSTANCES 48

Section 21.01 Defined Terms 48

TABLE OF CONTENTS
(continued)

Page

Section 21.02 Tenant's Obligations with Respect to Environmental Matters 49
Section 21.03 Copies of Notices 50
Section 21.04 Tests and Reports 50
Section 21.05 Tenant's Obligation to Respond 50
Section 21.06 Indemnification 50
Section 21.07` Pre Existing Hazardous Materials 50

ARTICLE XXII. MISCELLANEOUS 51

Section 22.01 Notices 51
Section 22.02 Brokerage 51
Section 22.03 Relationship of the Parties 52
Section 22.04 Applicable Law 52
Section 22.05 Interpretation 52
Section 22.06 Entire Agreement; Counterparts 52
Section 22.07 Severability 52
Section 22.08 Amendment 52
Section 22.09 Force Majeure 53
Section 22.10 Execution of Lease by Landlord 53
Section 22.11 Binding Effect of Lease 53
Section 22.12 Sale of Shopping Center by Landlord 53
Section 22.13 Agent or Independent Contractor 53
Section 22.14 Consent by Landlord 53
Section 22.15 No Accord 54
Section 22.16 Landlord's Title 54
Section 22.17 Financial Statements 54
Section 22.18 Interest on Late Payment 54
Section 22.19 Trial by Jury 54
Section 22.20 Authorization 55
Section 22.21 Guaranty 55
Section 22.22 Exclusive 55
Section 22.23 Competitors 56
Section 22.24 Regulatory Reporting and Inspection Compliance 56
Section 22.25 Exculpation 56

EDENS PLAZA

LEASE

ARTICLE I. SCHEDULE OF BASIC DATA

The following sets forth basic data referred to in this Lease, and, where appropriate, constitutes definitions of the terms listed below:

Section 1.01 **Landlord**.

EDENS PLAZA, LLC, a Delaware limited liability company

Section 1.02 **Landlord Federal Tax I.D. No.**.

36-3939453

Section 1.03 **Landlord's Notice Address**.

Edens Center Associates
c/o 11 East Partners LLC
11 E. Madison, Suite L-100
Chicago, Illinois 60602
Attention: V. P. Asset Management

Section 1.04 **Landlord's Address for Payment of Rent**.

All Rent to be paid by Tenant under the Lease shall be sent directly to the one of the following addresses:

US Mail Address: Edens Plaza, LLC
P.O. Box 88263 Chicago, IL 60680-1263

Overnight Mail Address:
MB Financial Bank
Lockbox Services, 2nd Floor
c/o Edens Plaza LLC 88263
6201 Dempster Street
Morton Grove, IL 60053

or by ACH/wire transfer to:
MB Financial Bank N.A.
ABA No.: 071001737
Account No.: 1800011231
Account Name: Edens Plaza, LLC

All checks should be made out to "Edens Plaza, LLC". Landlord agrees to provide to Tenant a form W-9, Request for Taxpayer Identification Number and Certification, upon Landlord's

execution of this Lease. Tenant shall have the right to withhold payment of the Rent until such time as Tenant receives such W-9 from Landlord.

Section 1.05 **Tenant**.

NORTHSHORE UNIVERSITY
HEALTHSYSTEM,
an Illinois not-for-profit corporation
Tenant's Federal Tax I.D. No.:36-2167060

Section 1.06 **Tenant's Trade Name**.

NorthShore University HealthSystem, or such other name as Tenant may be using for its operations at the Premises. Tenant reserves the right to change its trade name from time to time in its sole discretion provided if such change occurs in connection with a Transfer other than a Permitted Transfer, then such new trade name shall be subject to Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed.

Section 1.07 **Tenant's Notice Address**.

NorthShore University HealthSystem
1301 Central Street
Evanston, Illinois 60201
Attn: Treasurer

and

Colliers International
1000 Central Street, Suite 105
Evanston, Illinois 60201
Attn: Property Manager

Section 1.08 **Date of Lease**.

September 5, 2018

Section 1.09 **Section 1.09 Premises.**

the area within the Shopping Center, sometimes referred to as Space 330, as shown on **Exhibit C** constituting approximately 34,826 square feet.

Section 1.10 **Section 1.10 Shopping Center**.

the shopping center known as Edens Plaza comprising the building or structure in which the Premises is located (the "Building") and any other buildings or structures owned or ground leased by Landlord and Landlord's affiliates, (collectively sometimes referred to herein as "Developer") from time to time and operated in conjunction therewith, whether or not shown on **Exhibit "B"**, together with the Common Areas, and all parcels or tracts of land owned or ground leased by Landlord or Landlord's affiliates from time to time on which all or any portion of the foregoing items are located. Landlord and Landlord's affiliates are the owners of the "Developer Parcel" located in Wilmette, Illinois, which is legally described in **Exhibit "A-1"** hereto. Landlord has developed the Developer Parcel in conjunction with development of the "CPS Parcel" (as legally described on **Exhibit "A-2"**) to form an integrated community shopping center. The Developer Parcel and the CPS Parcel, together with all buildings and other improvements from time to time constructed thereon, constitute the Shopping Center. The Shopping Center is legally described in **Exhibit "A-3"** attached hereto and generally depicted on the Site Plan attached as **Exhibit "B"**. "Shopping Center" shall also include, at Landlord's election from time to time, anchor stores and other buildings, structures and parcels or tracts of land owned by others and which are operated in conjunction with the Shopping Center. It is agreed that the depiction of the Shopping Center on the Site Plan attached as Exhibit "B" hereto does not constitute a representation, covenant or warranty of any kind by Landlord.

Section 1.11 **Floor Area of the Premises**. (Section 2.05): approximately 34,826 square feet

Section 1.12 **Delivery Date**.

the date on which Landlord tenders possession of the Premises to Tenant with Landlord's Work substantially complete, the Delivery Conditions (hereinafter defined) satisfied and otherwise in the condition required herein, which date is tentatively

scheduled to occur on September 26, 2018, but which may be adjusted as provided herein.

Section 1.13 **Commencement Date**.

the earlier of (i) two hundred seventy (270) days after the Delivery Date and the date of Tenant's receipt of its CON (or if the contingency for Tenant obtaining a CON contained in Section 4.01 has been waived by Tenant, then the date of Tenant's CON Contingency Waiver Notice), subject to adjustment as set forth herein for delays caused by Force Majeure and for Landlord Delays, and (ii) the date that Tenant opens for business in the Premises.

Section 1.14 **Expiration Date:**

the last day of the tenth (10th) Lease Year

Section 1.15 **Option Period(s)**. (Section 3.03):

two (2) renewal options of five (5) full Lease Years each

Section 1.16 **Fixed Rent**.

Period–Monthly	Annual Fixed Rent per Square Foot	Monthly Fixed Rent	Annual Fixed Rent
1-12	$23.00	$66,749.83	$800,997.96
13-24	$23.58	$68,433.09	$821,197.08
25-36	$24.16	$70,116.35	$841,396.20
37-48	$24.77	$71,886.67	$862,640.04
49-60	$25.39	$73,686.01	$884,232.12
61-72	$26.02	$75,514.38	$906,172.56
73-84	$26.67	$77,400.79	$928,809.48
85-96	$27.34	$79,345.24	$952,142.88
97-108	$28.02	$81,318.71	$975,824.52
109-120	$28.72	$83,350.23	$1,000,202.76
First Renewal			
121-132	$29.44	$85,439.79	$1,025,277.48
133-144	$30.18	$87,587.39	$1,051,048.68
145-156	$30.93	$89,764.02	$1,077,168.24
157-168	$31.71	$92,027.71	$1,104,332.52
169-180	$32.50	$94,320.42	$1,131,845.04
Second Renewal			
181-192	$33.31	$96,671.17	$1,160,054.04
193-204	$34.14	$99,079.97	$1,188,959.64
205-216	$35.00	$101,575.83	$1,218,909.96

217-228	$35.87	$104,100.72	$1,249,208.64
229-240	$36.77	$106,712.67	$1,280,552.04

Section 1.17 **Intentionally Omitted**.

Section 1.18 **Intentionally Omitted**.

Section 1.19 **Center Expense Rent**. (Section 5.06): Tenant's Proportionate Share

Section 1.20 **Tax Rent**. (Section 5.06): Tenant's Proportionate Share

Section 1.21 **Security Deposit**. (Section 20.01):

None.

Section 1.22 **Permitted Use**. (Section 6.01)

Subject to the existing exclusives and restrictions described in Exhibits I and J to the extent they do not conflict with "Medical Office Use" (as defined below), and to the extent and as permitted by the Zoning Approval (as defined in Section 4.01), the Premises shall be used only for medical offices (including medical offices offering walk-in same day appointment immediate care) for the performance of clinical, diagnostic, therapeutic, laboratory and medical testing services ("Medical Office Use"), the operation of programs which promote individual health and well-being in support of Medical Office Use, and general office use for Tenant's patient billing, insurance, appointment scheduling, and related incidental and ancillary operations in support of the Medical Office Use and for no other use; provided that: (i) all doctors and medical professionals practicing in the Premises shall be fully-licensed and (ii) none of the following activities shall be permitted in or about the Premises: (1) inpatient surgery; (2) dialysis; (3) drug, alcohol, and addiction treatment (including but not limited to methadone clinics, needle sharing, etc., but psychiatric counseling shall be permitted); (4) cryogenics; (5) storage of embryos, eggs, or sperm;

(6) direct abortion (as hereinafter defined), euthanasia or assisted suicide services. For purposes hereof, "direct abortion" refers to any procedure, device and/or medication whose sole immediate effect or directly intended purpose is the termination of pregnancy by: (i) destroying the developing human embryo or fetus at any stage after conception; (ii) expelling the embryo or fetus before viability; or (iii) preventing the embryo from implanting. "Direct abortion" includes, in the context of assisted reproductive techniques, the creation of more embryos than could be implanted at once. For purposes of this definition, the term "embryo" shall include the stage of development beginning at conception and continuing through the eighth week of gestation, and the term "fetus" shall include the stage of development beginning with the ninth week of gestation and continuing through the remainder of the pregnancy. "Direct abortion" does not refer to an operation, treatment or medication that: (i) has as its intended purpose and direct effect the cure of a proportionately serious pathological condition of a pregnant woman; (ii) cannot be safely postponed until the fetus is viable; and (iii) may result in the unintended but foreseen death of the embryo or fetus (the death of the embryo or fetus under the circumstances described in clause (i), (ii) and (iii) would constitute an "indirect abortion").

Section 1.23 **Intentionally Omitted**.

Section 1.24 **Radius Restriction**. (Section 6.07): None.

Section 1.25 **Broker(s)**. (Section 22.02): Colliers International (Michael Cummings)

Section 1.26 **Guarantor(s)**. (Section 22.21): None.

Section 1.27 **Exclusive**. (Section 22.22): Medical Office Use, subject to the limitations and exclusions set forth in Section 22.22

Section 1.28 **Construction Allowance**. (Section 4.04): Eight Hundred Seventy Thousand Six Hundred Fifty and No/100 Dollars ($870,650.00)

Section 1.29 **List of Exhibits**.

Exhibit A-1	Legal Description of the Developer Parcel
Exhibit A-2	Legal Description of the CPS Parcel
Exhibit A-3	Legal Description of the Shopping Center
Exhibit B	Site Plan
Exhibit C	Plan of Premises
Exhibit D	Landlord's Work
Exhibit E	Tenant's Work
Exhibit F	Sign Criteria
Exhibit G	Minimum Services and Specifications For Maintenance Contract for the HVAC Equipment and System
Exhibit H	Rules and Regulations
Exhibit I	Exclusives and Use Restrictions
Exhibit J	Development and Use Restrictions
Exhibit K	Center Expense Exclusions
Exhibit L	Tenant Directional Signage Form and Location

ARTICLE II. DEFINED TERMS

For purposes of this Lease, the following terms shall have the following meanings:

Section 2.01 **Center Expenses**.

The "Center Expenses" shall mean the total of all costs and expenses paid or incurred by or on behalf of Landlord for operating, maintaining, repairing, upgrading, replacing and managing the Shopping Center, including, without limitation, the costs of heating, cooling and lighting of Common Areas; snow and ice and trash removal; painting; cleaning; landscaping and grounds maintenance; window cleaning; repair and maintenance of Common Areas, roofs, exterior walls, foundation, utility lines, vault spaces and equipment therein (including, without limitation, elevators and lifts); maintenance and repair of all personal property used or useful in connection with the Shopping Center; loading docks and truck docks; fuel, gas, water, sewer, steam, electricity and other utility charges (other than utilities metered directly to and payable by tenants of leasable space); insurance (including, without limitation, fire and extended coverage, comprehensive public liability and rental loss insurance covering not less than one year of Rent to be paid by all tenants in the Shopping Center, worker's compensation and automobile, in limits and upon terms selected

by Landlord but not less than those required hereunder) and insurance deductibles; security and traffic control forces, equipment and services (not to be construed to require Landlord to provide such forces, services or equipment); uniforms, supplies; holiday decorations; costs incurred in connection with the advertisement and promotion of the Shopping Center; sales and use taxes on purchased goods and services; cost of wages, salaries and fringe benefits of persons engaged in the operation, management, maintenance or repair of the Center; rent attributable to the business office of the Shopping Center or other space at the Shopping Center occupied by Landlord or Managing Agent (not to exceed 2,000 rentable square feet and excluding space used as a leasing office or for the purpose of leasing space in the Shopping Center), to the extent such rent is not in excess of the fair market rental value thereof; an administrative fee equal to fifteen percent (15%) of all Center Expenses and any other expense or charge which, in accordance with generally accepted accounting or management principles, would be considered as an expense of operating, maintaining, upgrading, replacing, managing or repairing the Shopping Center; provided that the aggregate amount of all management fees together with any administrative fees or expenses attributable to the management of the Shopping Center shall not exceed in the aggregate fifteen percent (15%) of all Center Expenses.

Center Expenses shall not include items included within the meaning of the term Taxes; costs of capital improvements to the Shopping Center (except as hereinafter provided); interest and principal payments on mortgages; and brokerage and leasing commissions; cost of constructing and installing or reconstructing the Common Areas or the Shopping Center; interest and penalties on any Center Expenses, except to the extent incurred as a result of a default by Tenant in its obligation to make timely payment of Center Expense Rent (if such interest or penalty is attributable to Tenant's default in its obligation to make timely payments of Center Expense Rent; then Tenant shall be solely responsible for payment of such interest and/or penalty; if such interest or penalty is attributable to Tenant and to other tenants of the Shopping Center, Tenant shall pay its proportionate share of such interest and/or penalty); costs incurred to procure or negotiate leases with any existing or prospective tenants; costs to enforce leases against other tenants; wages, salaries or other compensation paid to any employee above the grade of property manager; the cost of correcting any violation in the Shopping Center of any applicable governmental regulations in existence as of the date of this Lease; costs of construction allowances provided to other tenants; any cost or expenditure for which Landlord is reimbursed solely by other tenants (other than contributions for Taxes and Center Expenses); and any items for which Landlord is reimbursed by insurance or compensated for due to loss or damage, to the extent of such compensation or reimbursement. Notwithstanding anything to the contrary, Center Expenses shall not include and there shall be excluded from Center Expenses those items listed on **Exhibit "K"**. To the extent of any inconsistency between the items listed on **Exhibit "K"** and this Lease, the more restrictive exclusion shall apply.

Center Expenses shall include the cost of any capital improvements which are made or installed for the purpose of reducing any cost included within Center Expenses, as well as those which are required under any applicable governmental regulations (or interpretation thereof) which were not applicable to the Shopping Center on the date of this Lease, in each case amortized over the useful life of such capital improvement (as determined in accordance with generally accepted accounting principles), together with interest on the unamortized cost of such improvement at the prime rate of interest ("Prime Rate") published from time to time in The Wall Street Journal (or, if The Wall Street Journal ceases publication, another financial publication reasonably selected by Landlord)

on the date the cost of such capital improvement was incurred. If Landlord is not required to provide certain services to the leasable space of all tenants of the Center, but provides such services to Tenant, or to Tenant and some, but not all, tenants of the Shopping Center, then the costs of such services shall be apportioned among the tenants provided with such services and Tenant's Proportionate Share for such services shall be recomputed by the ratio that the Floor Area of the Premises bears to the total Floor Area of the premises of tenants provided with such services. If Tenant is the sole party to whom Landlord provides a service with respect to Tenant's leasable space, Tenant shall pay to Landlord the entire cost of such service. To the extent that Center Expenses include the costs of capital improvements as provided in this paragraph, Landlord shall be permitted to do the same with respect to the costs of leasing such capital items.

Section 2.02 **Center Expense Rent**.

The "Center Expense Rent" for a calendar year shall mean the product of Center Expenses for such calendar year multiplied by Tenant's Proportionate Share.

Section 2.03 **Common Areas**.

The "Common Areas" shall mean those areas and facilities in the Shopping Center which may be furnished by Landlord from time to time for the non-exclusive common use of tenants and other occupants of the Shopping Center, their officers, agents, employees, licensees and customers, including, without limitation, all sidewalks, parking areas including underground parking and multiple level parking decks, access roads, employee parking areas, truckways, driveways, building roofs, canopies, landscaped areas, water retention facilities (if any), loading docks and areas, trash rooms, utility lines (including, without limitation, the utility facilities running through the areas other than the Shopping Center), restrooms (if any), interior corridors and stairways (if any), and other similar areas, facilities and improvements.

Section 2.04 **Intentionally Omitted**.

Section 2.05 **Floor Area of the Premises**.

The "Floor Area of the Premises" shall mean the number of square feet of space in the Premises, as set forth in Section 1.11, which shall be measured by Landlord (i) to the outside face of permanent exterior building walls, whether solid or glass and (ii) to the center line of interior demising partitions and in no case shall there be any deduction for anything located within the Premises, including, without limitation, shafts, vents, columns or other structural or building elements within the Premises. If Tenant disagrees with the determination of the Floor Area of the Premises made by Landlord, Tenant may contest such determination by giving Landlord written notice within thirty (30) days after the Delivery Date, which contest shall be accompanied by Tenant's calculation of the Floor Area of the Premises in accordance with the definition contained in this Section 2.05. If Landlord and Tenant are unable to agree on the Floor Area of the Premises within thirty (30) days after submission of Tenant's contest, then the Floor Area shall be determined by an architect selected by Landlord reasonably acceptable to Tenant, the costs of which shall be paid by Tenant unless the Floor Area of the Premises as determined by such architect is greater than or less than the Floor Area of the Premises set forth in Section 1.11 by more than five percent (5%) of the Floor Area of the Premises set forth in Section 1.11, in which

case Landlord shall be responsible for the payment of such costs. If the final Floor Area of the Premises is greater or less than the square footage stated in Section 1.09, the Fixed Rent, Tenant's Proportionate Share, and Construction Allowance shall be adjusted accordingly to reflect the actual Floor Area of the Premises.

Section 2.06 **Floor Area of the Developer Parcel**.

The "Floor Area of the Developer Parcel" shall mean the aggregate amount of floor area in the Developer Parcel determined by Landlord for the exclusive use and occupancy of rent-paying tenants, which shall be calculated by Landlord from time to time in accordance with Section 2.05 and shall exclude Common Areas, storage areas, if any, leased separately from retail areas, and the floor area of any building on any parcel if no costs with respect to such parcel of land are included in or if a separate contribution is deducted from Center Expenses or Taxes, as the case may be.

Section 2.07 **Intentionally Omitted**.

Section 2.08 **Landlord Indemnified Parties**.

The "Landlord Indemnified Parties" shall mean Landlord, Landlord's affiliates, Landlord's agents (including the Managing Agent), and their respective members (and members of such respective members and any members thereof), managers, partners, officers, directors, agents and employees.

Section 2.09 **Lease Year**.

The "Lease Year" shall mean, as to the first Lease Year, (i) if the Commencement Date is the first day of a calendar month, the twelve (12) month period commencing on the Commencement Date, or (ii) if the Commencement Date is not the first day of a calendar month, the period commencing on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month of the Term, and, in either case, each succeeding Lease Year shall mean each period of twelve (12) consecutive calendar months commencing on each anniversary of the first day of the first full calendar month of the first Lease Year.

Section 2.10 **Managing Agent**.

The "Managing Agent" shall mean 11 East Partners LLC, or any successor managing agent engaged by Landlord.

Section 2.11 **Rent**.

The "Rent" shall mean Fixed Rent, Center Expense Rent, Tax Rent and all other amounts becoming due from Tenant to Landlord under this Lease.

Section 2.12 **Tax Rent**.

The "Tax Rent" for a calendar year shall mean the product of Taxes for such calendar year multiplied by Tenant's Proportionate Share.

Section 2.13 **Taxes**.

"Taxes" shall mean all real estate taxes, special assessments, sewer charges, transit taxes, taxes based upon receipt of rent and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (excluding income, franchise or other taxes based upon Developer's or Landlord's income or profit) which shall now or in the future be assessed against the Developer Parcel. Taxes shall include all fees and costs, including reasonable attorneys' fees, appraisals and consultants' fees incurred by Developer and/or Landlord in seeking to obtain a reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for a calendar year shall be deemed to refer to Taxes levied, assessed or otherwise accrued or imposed for such calendar year without regard to when such Taxes are payable. If at any time the method of taxation then prevailing shall be altered so that any new or additional tax, assessment, levy, imposition or charge or any part thereof shall be imposed upon Developer or Landlord in place or partly in place of Taxes or a contemplated increase in Taxes, or in addition to Taxes, and shall be measured by or be based in whole or in part upon the Developer Parcel or any part of the Developer Parcel or the rents or other income from the Developer Parcel, then all such new taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based, shall be included in Taxes to the extent that such items would be payable if the Developer Parcel was the only property of Landlord subject thereto and the income received by Developer and/or Landlord from the Developer Parcel was the only income of Developer and/or Landlord. Taxes shall not include any income, excess profit, franchise, capital stock, transfer, mortgage, estate or inheritance tax payable by Landlord. If any assessments constituting Taxes are or may be payable to the applicable taxing authority in installments over more than one calendar year then, to the extent permitted by Landlord's lender, Landlord shall cause such Taxes to be paid in installments over the longest period permitted by law, and only those installments (plus any interest thereon) payable during a calendar year in which the Term falls shall be included in Taxes for such calendar year in which payment is due. Taxes shall not include interest and penalties for late payment, provided that Tenant has timely paid all Tax Rent.

Section 2.14 **Tenant Indemnified Parties**.

The "Tenant Indemnified Parties" shall mean Tenant, and (to the extent existing) its members (and members of such respective members and any members thereof), managers, partners, officers, directors, agents and employees.

Section 2.15 **Tenant's Proportionate Share**.

The "Tenant's Proportionate Share" shall mean a fraction, the numerator of which is the Floor Area of the Premises and the denominator of which is the leasable Floor Area of the Developer Parcel which as of the date hereof is 343,757 square feet. For purposes of this Section, the square footage of the leasable Floor Area of the Developer Parcel shall mean the average of the total amount of Floor Area of the Developer Parcel which is leasable to tenants on the first day of each calendar month, excluding any portion of the Shopping Center: (A) owned, leased to or used by Anchor Tenants (defined below), Common Areas, kiosks, storage areas, management offices (not to exceed two thousand (2,000) square feet of rentable floor space, in the aggregate), and/or premises where the parties leasing any of the spaces described above are not required to pay a full pro rata share of Expenses or Taxes pursuant to a lease or other agreement with Landlord; and (B) with

respect to Taxes, areas of the Shopping Center for which separate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement with Landlord; provided that with respect to clauses (A) and (B) Landlord shall exclude from Center Expenses or Taxes, as the case may be, prior to calculating Tenant's Proportionate Share thereof, all amounts on account of Center Expenses or Taxes which are payable by the parties leasing or occupying such excluded space. "Anchor Tenant" shall mean any theater, a national or regional department store, and or any restaurant or store of any type in excess of fifteen thousand (15,000) rentable square feet, in or, at Landlord's election, adjoining the Shopping Center (excluding the Premises), whether the improvements or the land on which the Anchor Tenant is located is owned by Landlord or another party. Tenant's Proportionate Share may be adjusted from time to time on account of any reduction to or expansion of the Premises or the Shopping Center, whether from casualty, condemnation or otherwise. As of the date hereof, Tenant's Proportionate Share is 10.1310%.

ARTICLE III. AGREEMENT TO LEASE

Section 3.01 Agreement to Lease.

In consideration of the rentals reserved in this Lease and the agreements made in this Lease by Landlord and Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises, as described in Section 1.09, upon the terms and conditions of this Lease. The Premises is demised subject to and with the benefit of the easements, rights, restrictions, agreements and encumbrances of record and subject to any exclusive rights or restrictions on use contained in any recorded documents or any previously executed lease or operating agreement, including the REA (defined below). The "REA" means that certain Reciprocal Easement and Operating Agreement, between Landlord and the owner of the CPS Parcel, affecting the Shopping Center, as same may be amended from time to time; provided that Landlord may not enter into any such amendments that would (i) prevent Tenant's use of the Premises pursuant to the Permitted Use in accordance with the terms of this Lease, (ii) result in any increased costs to Tenant, or (iii) materially adversely affect in any material way Tenant's rights or obligations under the Lease, in either case without Tenant's prior written consent. Landlord shall at all times exercise commercial reasonable efforts to comply with its obligations under the REA.

Section 3.02 Term.

The term of this Lease (the "Term") shall commence on the Commencement Date set forth in Section 1.13 and shall end on the Expiration Date set forth in Section 1.14, unless sooner terminated as provided in this Lease or extended pursuant to the valid exercise of an option to renew by Tenant, if any, or by the written agreement of the Landlord and Tenant. After the Commencement Date and Expiration Date have been determined, within thirty (30) days after the request by one party to the other, Landlord and Tenant shall execute and deliver a written statement confirming the Commencement Date and Expiration Date of the Term. Neither this Lease nor any memorandum of this Lease shall be recorded.

Section 3.03 Option to Renew.

Provided Tenant is not then in default hereof beyond any applicable cure period (and this non-default condition may be waived by Landlord and may not be used by Tenant as a means to

negate the effectiveness of Tenant's exercise of any option), Tenant shall have the option to extend the Term hereof for two (2) additional periods of five (5) Lease Years each. Said options shall be exercised, if at all, by written notice to Landlord at least (i) twelve (12) months but not more than fifteen (15) months prior to the expiration of the initial Term of this Lease with respect to the first extension option and (ii) twelve (12) months but not more than fifteen (15) months prior to the expiration of the first option period with respect to the second extension option. All terms and conditions contained herein shall apply during the option periods, and the Fixed Rent shall be as set forth in Section 1.16. In the event that Tenant does not exercise an option to extend the Term of this Lease within the required time period, then such option and any subsequent options shall, upon expiration of the applicable period, become null and void and be of no further force or effect.

Section 3.04 **Quiet Enjoyment**.

Landlord covenants that Tenant, upon paying all Rent and performing all covenants and agreements on its part to be performed, shall have quiet enjoyment and possession of the Premises during the Term. Landlord shall take all commercially reasonable actions necessary to preserve such quiet enjoyment, subject, nevertheless, to the terms and conditions of this Lease and to any agreements to which this Lease is or may become subordinate pursuant to the terms hereof.

Section 3.05 **Intentionally Omitted**.

ARTICLE IV. CONSTRUCTION OF IMPROVEMENTS

Section 4.01 **Landlord's Work; Delivery Conditions**.

Landlord shall perform such work in the Premises as described in **Exhibit D** and made a part hereof ("Landlord's Work"). For purposes of this Section 4.01, substantial completion of Landlord's Work shall have occurred when Landlord's Work has been substantially completed so that the Premises can be improved with Tenant's Work. Landlord shall deliver possession of the Premises with the following conditions satisfied (the "Delivery Conditions"): (i) the Premises shall be vacant with all movable trade fixtures, equipment and personal property and inventory removed, (ii) the Premises shall be free and clear of the interests of all other tenants and occupancies including without limitation the interests of BonTon (hereinafter defined), (iii) the Premises shall be broom clean, with all trash removed, (iv) the roof and the structural components of the building in which the Premises is located shall be water tight, in good condition and repair and all mechanical systems, electrical systems, plumbing systems, and other equipment serving the Premises (including the existing passenger elevator and those HVAC units which Tenant plans to use in connection with its build out of the Premises) shall be in good working order and condition excluding those HVAC units which Tenant notifies Landlord prior to Lease execution that Tenant plans to remove and not use (provided that Landlord makes no representation or warranty as to the sufficiency or adequacy of the Premises, the roof, the structural components of the Building or any systems or equipment serving the Premises for Tenant's intended use of the Premises), (v) the Premises shall be free of hazardous materials and asbestos, (vi) Landlord shall have obtained the Zoning Approval (hereinafter defined) required below, and (vii) Landlord shall have obtained any and all third party approvals or waivers (whether affirmatively or by failure to timely respond), if

any, as may be required in connection with the Permitted Use, Tenant's Work, and signage as set forth in Section 11.01 below or otherwise in connection with this Lease. Not later than thirty (30) days prior to the Delivery Date, Landlord shall notify Tenant of the date on which Tenant or Tenant's representative, together with Landlord or Landlord's representative, shall conduct a walk-through of the Premises (the "Delivery Conditions Walk-through"). Promptly following the Delivery Conditions Walk-through, Landlord shall prepare and deliver to Tenant a punchlist of any of the Delivery Conditions that remain to be completed (the "Punchlist") and Landlord will promptly complete any items on the Punchlist.

The parties acknowledge that the Premises is currently leased to Bon-Ton Stores, Inc. (together with any of its successors, assigns, trustees, agents or representatives, "BonTon"). Bon-Ton is a debtor-in-possession in bankruptcy case #18-10248 (the "Bankruptcy Case"), which is pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). This Lease is subject to: (i) either the entry of a final and non-appealable order by the Bankruptcy Court in the Bankruptcy Case authorizing and approving the rejection of Bon-Ton's current lease with the Landlord (the "BonTon Lease") under section 365 of the bankruptcy code or the BonTon Lease has been deemed rejected under section 365(d)(4)(A) of the bankruptcy code (with either event being a "Rejection"); and (ii) Bon-Ton vacating the Premises and turning over of possession of the Premises to Landlord free and clear of any interest of BonTon in accordance with the terms of the Rejection (the "Effective Rejection Date"). Landlord shall keep Tenant generally informed of any developments in the Bankruptcy Case involving the Bon-Ton Lease and shall provide copies of any written notices received by Landlord relating thereto, including, without limitation, any court filings regarding the Rejection. Landlord shall provide Tenant with appropriate documentation evidencing the occurrence of the Effective Rejection Date. If the Delivery Date does not occur by the date set forth in Section 1.12 due to Landlord's inability to provide evidence of the occurrence of the Effective Rejection Date, Landlord shall not be liable to Tenant for any loss or damage directly or indirectly resulting therefrom nor shall this Lease be void or voidable by Tenant; provided however, if the Effective Rejection Date does not occur on or before one hundred eighty (180) days after the date of this Agreement or if the parties mutually agree prior to such date that it is unlikely that the Effective Rejection Date will occur by such date, each party shall have the right at any time after such date or mutual agreement, as the case may be, on ten (10) business day's prior written notice to the other, exercisable at any time prior to the Effective Rejection Date, to terminate this Lease in which event this Lease shall terminate on the date set forth in the terminating party's notice and if so terminated, neither party shall have any liability to the other. If following the Effective Rejection Date, Landlord fails to complete Landlord's Work or otherwise fails to satisfy any of the Delivery Conditions prior to the Delivery Date, Tenant may elect, in its sole discretion, but without obligation, in addition to exercising any other remedies hereunder, to perform the unperformed Landlord's Work or Delivery Conditions and offset all costs incurred in connection with such performance, together with an additional fifteen percent (15%) of all such costs for supervision and overhead, from the Rent due hereunder.

Landlord and Tenant acknowledge and agree that this Lease is contingent upon Landlord having obtained, at Landlord's sole cost and expense (except that Landlord shall not be responsible for reimbursing Tenant for the time or expense of any officers, directors, employees, or agents of Tenant in appearing at or participating in any meetings or hearings (public or otherwise) with any governmental authorities), the necessary zoning approval from the Village of Wilmette (the "Village") for the Permitted Use as described in Section 1.22 (the "Zoning Approval") on or before

the Delivery Date (the "Zoning Approval Contingency Date"), provided that Landlord shall have the right upon notice to Tenant to extend the Zoning Approval Contingency Date for up to sixty (60) days. Landlord agrees to use commercially reasonable, diligent, good faith efforts to obtain such Zoning Approval in a timely manner. Tenant agrees to reasonably cooperate, without expense to Tenant (except as described above), with Landlord's efforts to obtain such Zoning Approval. Such cooperation shall include timely executing and filing such applications and providing such plans, documents, and information as may be necessary to petition the Village for the Zoning Approval and if requested by Landlord, attending meetings and hearings (public or otherwise) with governmental authorities and giving testimony at Village proceedings. To the extent that the issuance of the Zoning Approval requires the obtaining or maintenance by Tenant or any affiliate of Tenant of any operational approvals or permits from any governmental authorities, Tenant shall obtain and maintain such approvals and permits at Tenant's sole cost and expense in a timely manner to permit the obtaining of the Zoning Approval on or before the Zoning Approval Contingency Date. If Landlord, despite each party acting in compliance herewith, does not obtain the Zoning Approval on or before the Zoning Approval Contingency Date or if the parties mutually agree prior to such date that the Zoning Approval will not be granted by the Village by such date, each party shall have the right at any time after such date or mutual agreement, as the case, may be, on ten (10) business days' prior written notice to the other, to terminate this Lease in which event this Lease shall terminate on the date set forth in the terminating party's notice and if so terminated, neither party shall have any liability to the other, provided if such Zoning Approval is in fact obtained prior to the date set forth in the terminating party's notice, any termination notice previously delivered will be null and void.

Landlord and Tenant acknowledge and agree that this Lease is contingent upon Tenant having obtained, at Tenant's sole cost and expense, a certificate of need permit (the "CON") from the Illinois Health Facilities and Services Review Board (the "Board") for Tenant's construction of the Premises. Tenant agrees to use commercially reasonable, diligent, good faith efforts to obtain the CON in a timely manner, including timely submitting by August 17, 2018 a completed application with all supporting materials to the Board in order to be on the Board's agenda for consideration at its October 30, 2018 Board meeting (the "CON Deadline"). If Tenant, despite acting in compliance herewith, does not obtain the CON by the CON Deadline, each party shall have the right to terminate this Lease by written notice delivered to the other party within five (5) business days following the CON Deadline ("a CON Contingency Termination Notice"), in which event this Lease shall terminate effective as of the date that is five (5) business days after the date of the CON Contingency Termination Notice, and if so terminated, neither party shall have any liability to the other except that Tenant shall reimburse Landlord for its out-of-pocket expenses (including attorneys' and consultants' fees) incurred in connection with the preparation and negotiation of this Lease and pursuing the Zoning Approval); provided, however, that if the CON Contingency Termination Notice is delivered by Landlord, Tenant shall have the option to waive any contingency to obtain a CON by written notice delivered to Landlord within five (5) business days following delivery of Landlord's CON Contingency Termination Notice (a "Tenant CON Contingency Waiver Notice"). If Tenant timely delivers to Landlord a Tenant CON Contingency Waiver Notice, then (i) all contingencies in this Lease related to Tenant obtaining a CON shall be waived and of no further force and effect, (ii) Landlord's CON Contingency Termination Notice shall be null and void, and (iii) this Lease shall not be terminated and Tenant shall not be responsible for reimbursing Landlord's expenses described above.

Section 4.02 **Condition of Premises**.

Landlord represents and warrants that (i) Landlord is the fee simple owner of the Developer Parcel and the Premises and has full authority to execute, deliver and perform this Lease and as of the date hereof, no mortgage encumbers the Developer Parcel except as disclosed to Tenant prior to Lease execution; (ii) no consents or approvals are required as a condition to the execution or the performance of this Lease except those which have been disclosed to Tenant and obtained; (iii) the terms of this Lease and Tenant's rights under this Lease do not conflict with and will not result in any breach under or violation of any existing lease, mortgage, easement agreement, restrictions of record, the REA or any other agreement or encumbrance applicable to Landlord or the Shopping Center; (iv) as of Landlord's delivery of the Premises to Tenant, all mechanical systems, electrical systems, plumbing systems, and other equipment serving the Premises (including the existing passenger elevator and those HVAC units which Tenant plans to use in connection with its build out of the Premises) shall be in good working order and condition excluding those HVAC units which Tenant notifies Landlord prior to Lease execution that Tenant plans to remove and not use (provided that Landlord makes no representation or warranty as to the sufficiency or adequacy of the Premises, the roof, the structural components of the Building or any systems or equipment serving the Premises for Tenant's intended use of the Premises), and the Premises shall be free of hazardous materials and asbestos; and (v) as of the Zoning Approval Contingency Date (if this Lease is not terminated as provided herein) the Premises will be zoned to permit the Permitted Use and the Shopping Center has sufficient on-site parking to satisfy zoning parking requirements for the Permitted Use. Landlord shall be responsible, at Landlord's sole cost and expense, for correcting any breach of the foregoing representations and warranties. Subject to Landlord's compliance with the foregoing representations and warranties and Landlord's obligation to correct latent defects in items for which Landlord has the obligation to maintain pursuant to this Lease, Tenant's taking possession of the Premises shall be conclusive evidence against Tenant that the Premises were in satisfactory condition when Tenant took possession. Landlord has no obligation to improve or repair the Premises or the Shopping Center except as expressly provided in this Lease.

Section 4.03 **Tenant Improvements**.

All improvements to the Premises necessary for Tenant's use or occupancy of the Premises that are not included in Landlord's Work ("Tenant's Work") shall be completed by Tenant at Tenant's sole cost and expense. Tenant's Work shall be completed in accordance with the outline description and design criteria contained in **Exhibit E**. Tenant shall, within sixty (60) days after Tenant's receipt of its CON (or if the CON contingency is waived pursuant to Section 4.01, then within sixty (60) days after the date of Tenant's CON Contingency Waiver Notice), at its own cost and expense, cause to be prepared and delivered to Landlord for its approval, one (1) reproducible set of complete plans and three (3) sets of specifications (the "Plans and Specifications"), including working drawings, covering Tenant's Work as described in **Exhibit E** in such detail as Landlord may reasonably require in conformance with the requirements of this Lease and all applicable statutes, ordinances, regulations and codes and certified by a licensed registered architect acceptable to Landlord. If Landlord shall notify Tenant that the Plans and Specifications fail to conform with the requirements of this Lease and all applicable statutes, ordinances, regulations and codes, Tenant shall, within fifteen (15) days from the date of Landlord's disapproval, cause the Plans and Specifications to be revised to so conform, and Tenant shall resubmit them to

Landlord for its approval. If the Plans and Specifications as revised do not address the failures noted in Landlord's notice of non-approval, Tenant shall resubmit the Plans and Specifications until all failures are cured. After Landlord has approved the Plans and Specifications, Tenant has satisfied all pre-construction requirements set forth in this Lease, and the Delivery Date has occurred, Tenant shall proceed diligently with construction of Tenant's Work and shall exercise commercially reasonable efforts to complete Tenant's Work within twelve (12) months after the Delivery Date and the date of receipt of Tenant's CON (or if the contingency for Tenant obtaining a CON contained in Section 4.01 has been waived by Tenant, then the date of Tenant's CON Contingency Waiver Notice), subject to extension for Force Majeure and Landlord Delay (the "Anticipated Completion Date"). At all times during the construction of Tenant's Work, Landlord and its representatives shall have the right to enter upon the Premises for the purpose of inspecting construction and the progress of Tenant's Work. Notwithstanding anything contained in this Lease to the contrary, Tenant agrees that its entry upon and occupation of the Premises prior to the Commencement Date shall be subject to all of the terms, covenants and conditions of this Lease, except the covenants to pay Rent.

Section 4.04 **Construction Allowance**.

Provided that Tenant complies with the terms and conditions of this Section 4.04, Landlord shall pay to Tenant or, at Tenant's election, credit against Tenant's Fixed Rent next due, an allowance on account of all Construction Costs paid by Tenant for construction and completion of Tenant's Work in an amount in an amount equal to the lesser of (i) the aggregate total of such costs or (ii) $ 870,650.00, being $25.00 per square foot of Floor Area of the Premises (the "Construction Allowance"). "Construction Costs" shall mean all hard costs and soft costs of design and construction of Tenant's Work, including, all labor and materials, all planning, architectural and engineering costs, the cost (including all governmental fees) of building permits and other permits and licenses, all tap fees, construction consultant fees and other costs paid or incurred by Tenant to plan, design, permit and construct the Tenant's Work, but shall not include any other costs, including attorneys' fees, financing costs, or any late fees, interest, or charges. Within sixty (60) days after completion of all of Tenant's Work, Tenant shall submit to Landlord (a) a copy of the final unqualified certificate of occupancy for the Premises; (b) a sworn affidavit from Tenant and Tenant's general contractor reasonably acceptable to Landlord and Landlord's title insurance company stating (1) in reasonable detail the actual direct costs paid by Tenant for construction and completion of Tenant's Work, (2) the names and addresses of all architects, contractors, subcontractors or suppliers in respect of Tenant's Work, and (3) that all of the persons identified in clause (b)(2) have been paid in full; (c) full mechanic's lien waivers, in form and substance reasonably acceptable to Landlord and Landlord's title insurance company from each person identified in clause (b)(2); and (d) an estoppel letter addressed to Landlord and Landlord's lender, if any, in a form provided by Landlord; and (e) a copy of the as-built plans for Tenant's Work on a CD in any Autocad format. Within thirty (30) days after receipt of all such items, Landlord shall pay or, or if so requested by Tenant, credit the Construction Allowance against Tenant's Fixed Rent next due, provided that at the time of payment or credit Tenant is not in default under this Lease and Tenant has occupied the Premises and has opened for business as contemplated by Article VI. In the event Landlord fails to disburse all or any part of the Landlord's Contribution as and when required hereunder, Tenant shall have the right to offset such amounts from Rent due under the Lease.

ARTICLE V. RENT

Section 5.01 **Fixed Rent**.

Tenant shall pay fixed minimum rent ("Fixed Rent") to Landlord for the Premises at the annual rates set forth in Section 1.16, payable in equal monthly installments ("Monthly Fixed Rent") as set forth in Section 1.16, in advance on the Commencement Date and on the first day of each calendar month, of the Term, and at the same rate for fractions of a month if the Term shall commence on any day other than the first day of a calendar month or shall end on any day other than the last day of a calendar month.

Section 5.02 **Tax Contests; Refunds**.

Landlord shall exercise commercially reasonable efforts to contest Taxes when commercially reasonable to do so and shall engage appropriate experienced tax counsel or consultants to advise Landlord on such matters. Upon Tenant's request, Landlord shall advise Tenant of the status of Taxes contests and proceedings, and Landlord will authorize its tax counsel or consultant to discuss with Tenant's real estate tax consultant issues and concerns it may have, provided that Landlord shall have the final decision on efforts to contest Taxes. If Landlord secures a refund of any Taxes for which Tenant has paid as provided herein, then, Landlord shall pay to Tenant (or, at Landlord's option credit against future Tax Rent due under this Lease) Tenant's Proportionate Share of such refund less all reasonable costs and expenses of Landlord in securing the refund to the extent not previously passed through to Tenant as Tax Rent (including actual attorneys' fees), which obligation shall survive termination of this Lease.

Section 5.03 **Intentionally Omitted**.

Section 5.04 **Intentionally Omitted**.

Section 5.05 **Intentionally Omitted**.

Section 5.06 **Center Expense Rent and Tax Rent**.

In addition to paying Fixed Rent, Tenant shall pay Center Expense Rent and Tax Rent with respect to each calendar year falling wholly or partially within the period commencing with the Commencement Date and ending with the Expiration Date of the Term. With respect to any calendar year which does not fall entirely within such period, Tenant shall be obligated to pay as Center Expense Rent and Tax Rent, for such calendar year only a prorated share of Center Expense Rent and Tax Rent, based upon the number of days of such period falling within the calendar year. Tenant acknowledges and agrees that Landlord has not made any representations, warranties or guaranties regarding the amount of Center Expenses or Taxes. Notwithstanding anything in the Lease to the contrary, Tenant shall not be obligated to pay Landlord for any Center Expense, Taxes or other items of additional Rent which are not billed to Tenant within two (2) years after the date on which such amount was first incurred by or, if later, invoiced or billed to, Landlord.

Section 5.07 **Payment of Center Expense Rent and Tax Rent**.

Center Expense Rent and Tax Rent shall be paid in monthly installments on or before the first day of each calendar month for the period commencing with the Commencement Date and ending with the Expiration Date of the Term, in advance, in amounts reasonably estimated by Landlord. After Landlord shall have determined Center Expense Rent and Tax Rent attributable to any calendar year occurring wholly or partially during the Term, Landlord shall furnish Tenant with written statements of the actual amount of Center Expense Rent or Tax Rent for such calendar year (the "Reconciliation Statement"). If the total amount paid by Tenant on account of Center Expense Rent and Tax Rent for any calendar year during the Term is less than the actual amount due from Tenant for such year, as shown on the Reconciliation Statement for such calendar year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the amount shown on the Reconciliation Statement, such deficiency to be paid within thirty (30) days after demand therefor by Landlord. If the total amount paid by Tenant under this Section 5.07 for any such calendar year shall exceed the amount shown on the Reconciliation Statement for such calendar year, the amount of such excess shall be, at Landlord's election, paid to Tenant or credited against Tenant's next installment of Center Expense Rent and Tax Rent.

Section 5.08 **Tenant's Right to Examine Center Expenses**.

Tenant may examine Landlord's tax bills, invoices and other books and records pertaining to the Shopping Center (excluding Landlord's income tax books and records) with respect to the items in the Reconciliation Statement at Tenant's sole cost and expense (except as hereinafter provided) during normal business hours upon reasonable notice at a time to be mutually agreed upon provided all of the following criteria are satisfied: (a) a written notice requesting the examination must be made within ninety (90) days after the Reconciliation Statement is furnished; (b) before conducting any examination, Tenant must pay the full amount of any Center Expense Rent due, and, at the time of requesting to examine and of examining, must not be in default of any other provisions of this Lease; (c) in conducting the examination, Tenant must utilize either its own full-time, salaried employees or an independent certified public accountant ("CPA") experienced in examining shopping center records, which CPA will be subject to Landlord's reasonable prior approval and which CPA shall be paid on an hourly fee for services basis and not on a contingency fee basis; (d) the examination shall be conducted at the main offices of Landlord's Managing Agent or such other site as Landlord may determine located in Chicago, Illinois or its surrounding suburbs; (e) upon receipt thereof, Tenant will deliver to Landlord a copy of the examination report and all accompanying data; (f) Tenant will keep confidential all agreements involving the right to examine in this Section, any information gained in the examination and the results of any examination conducted hereunder, and shall cause the employees or CPA conducting said examination to keep such information confidential; and (g) Tenant shall not conduct an examination more often than once each calendar year and Tenant may examine records with respect to each Lease Year only one time. No examination shall cover a period of time in excess of the one calendar year immediately preceding the examination.

In the event of a dispute concerning the amount of Center Expenses which is not resolved by Landlord and Tenant within thirty (30) days after completion of the examination, the dispute shall be referred to an independent CPA selected by Landlord and reasonably acceptable to Tenant for determination, and such determination shall be binding and conclusive upon Landlord and Tenant.

The cost of such CPA shall be divided equally between Landlord and Tenant; provided if it is determined that overpayments made by Tenant exceed in the aggregate five percent (5%) of the actual amount properly allocable to Tenant for Center Expenses and Taxes, Landlord shall pay all reasonable costs incurred by Tenant in connection with its initial examination of Landlord's records and all costs of the CPA(s) and any audit up to but not exceeding $2,500.00. If it shall be determined that any portion of such sums were not properly chargeable to Tenant, then upon such determination Landlord shall immediately refund or credit the appropriate sum to Tenant.

Section 5.09 **Manner of Payment**.

Rent shall be paid in lawful money of the United States of America to Landlord or such other person as Landlord or Managing Agent may direct at Landlord's Address for Payment of Rent or such other address designated from time to time by written notice from Landlord to Tenant. The payment of Rent under this Lease is independent of each and every other covenant and agreement contained in this Lease, and Rent shall be paid without notice or demand and without any setoff, abatement, counterclaim or deduction whatsoever except as may be expressly provided in this Lease. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant. Without limitation of other obligations of Tenant which shall survive the expiration of the Term, the obligation of Tenant to pay Rent accruing during the Term shall survive the expiration or termination of this Lease.

ARTICLE VI. USE AND OPERATION OF PREMISES

Section 6.01 **Permitted Use**.

(a) Tenant shall (i) use the Premises only for the Permitted Use specified in Section 1.22; and (ii) conduct its business at all times in a high grade and reputable manner so as to help establish and maintain a high reputation for the Shopping Center.

(b) Tenant shall operate its business only under Tenant's Trade Name, as set forth in Section 1.06 and as the same may be changed from time to time by Tenant pursuant to Section 1.06.

(c) Tenant shall obtain and maintain at all times during the Term all licenses and permits required by applicable law for the operation of its business in the Premises for the Permitted Use.

Section 6.02 **Operation by Tenant**.

Neither Tenant, nor anyone acting through, for, or in place of Tenant, shall (i) injure, overload, deface or otherwise harm the Premises, commit any nuisance, or unreasonably annoy owners or occupants of neighboring property; (ii) use the Premises for any extra-hazardous purpose or in any manner that will suspend, void, violate or make inoperative any policy or policies of insurance at any time carried on any improvement within the Shopping Center or in any manner which will increase the cost of any of Landlord's insurance; (iii) sell, display, distribute or give away any alcoholic liquors or beverages or any other product which tends to create a nuisance in the

Common Areas; (iv) make any use of the Premises which is improper, offensive or contrary to any law or ordinance or any regulation of any governmental authority; (v) conduct or permit any going-out-of-business, liquidation, bankruptcy, fire, or auction sales on the Premises; (vi) use any system for the reception of music which has not been approved by Landlord or use any advertising medium such as hand bills, flashing lights, searchlights, loud speakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside the Premises; (vii) load, unload or park any truck or other delivery vehicle in any area of the Shopping Center other than the area or areas designated therefor by Landlord; (viii) use any sidewalks, walkways or other Common Areas in the Shopping Center for the storage or disposal of trash or refuse or the keeping or displaying of any merchandise or other object including, without limitation, the use of any of the foregoing for any sidewalk shop or any business occupation or undertaking (such uses of such areas being reserved to Landlord and its designees); (ix) 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; or (x) display, paint or cause to be displayed, painted or placed, any handbills, bumper stickers, or other advertising devices on any vehicle parked in the parking area of the Shopping Center, whether belonging to Tenant, to Tenant's agent, or to any other person. Tenant shall cause patients departing from the Premises by ambulance or other medical transport service, in non-emergency situations, to do so through the rear entrance to the Premises and Tenant shall exercise commercially reasonable efforts to instruct patients arriving to the Premises by ambulance or other medical transport service, in non-emergency situations, to do so through the rear entrance to the Premises.

Section 6.03 **Noxious Uses**.

Tenant shall not use or permit to be used all or any portion of the Premises for any use or purpose inconsistent with the image and standard of quality of the Shopping Center, or any of the following uses: (i) a car wash; (ii) the sale or rental of automobiles, trucks, motorcycles or other motorized vehicles, equipment or machinery; (iii) a banquet hall or arcade or game room; (iv) a skating rink, bowling alley, amusement gallery, carnival, disco, nightclub, dance hall, or pool room; (v) a mortuary or similar service; (vi) lodging, apartments or living quarters; (vii) a massage parlor or for the sale of sexually explicit products or illegal drug-related paraphernalia; or (viii) warehouse or industrial purpose. Landlord shall not use any portion of the Shopping Center for: (i) a massage parlor or for the sale of sexually explicit products; or (ii) warehouse or industrial purpose (provided that "warehouse" shall not be deemed to include a bulk sales retailer (such as Sam's Club) or the storage of products for customer pick-up.

Section 6.04 **Continuous Operation; Go Dark**.

Tenant shall open for business for one (1) day in the entire Premises fully built out and staffed for and in accordance with the Permitted Use no later than ninety (90) days after the Anticipated Completion Date. If Tenant does not so initially open for business or, if Tenant does initially so open for business but thereafter ceases to operate its business in accordance with the Permitted Use in not less than the ground floor of the Premises for more than one hundred eighty (180 consecutive days (excluding any period the Premises are not being operated due to remodeling, fire or casualty, strike, lockout, or any other cause beyond the reasonable control of Tenant) (a "Go Dark Event"), Landlord shall have the right to terminate this Lease and recapture the Premises

to be exercised as hereinafter provided. At any time after the expiration of such one hundred eighty (180) day period, Landlord may exercise its right of termination by giving Tenant notice specifying a termination date not less than sixty (60) days after the date of such notice. Upon any termination of this Lease pursuant to this Section 6.04, all further obligations of the parties shall cease, except for those accrued as of the termination date and except also that upon such termination Tenant shall pay to Landlord as liquidated damages and not as a penalty, the unamortized portion of the Construction Allowance and the unamortized portion of the brokerage commission(s) paid in conjunction with this Lease. Notwithstanding the foregoing, if Tenant in good faith commences operation of its business in accordance with the Permitted Use in not less than the ground floor of the Premises for more than one business day during the sixty (60) day period prior to the effective date of termination specified in Landlord's notice, such notice, and Landlord's election to terminate pursuant to such notice, shall be null and void and this Lease shall continue in full force and effect. During the Term of this Lease, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year; provided that Tenant shall pay for any increased costs incurred by Landlord with respect to Tenant's use and operation of the Premises before 7:00 am or after 10:00 pm and Tenant will work with Landlord in an effort to minimize any such increased costs.

Section 6.05 **Intentionally Deleted**.

Section 6.06 **Name of Shopping Center**.

Tenant shall refer to the Shopping Center, if at all, by the name designated by Landlord from time to time (it is anticipated that the Shopping Center will initially be called Edens Plaza) in its advertising, stationery, printed material and other references to location.

Section 6.07 **Intentionally Omitted**.

Section 6.08 **Cleaning**.

(a) Tenant shall keep the Premises in a clean, neat and orderly manner at all times and shall, without limitation, (i) keep the inside and outside of all glass in the doors and windows of the Premises clean, (ii) maintain the Premises free of insects, rodents, vermin and other pests, (iii) keep the Premises free of dirt, rubbish and other debris, (iv) keep the Premises free of objectionable or offensive odors, and (v) keep all drains inside the Premises clean.

(b) Tenant shall arrange for its own cleaning services for the Premises, at Tenant's sole cost and expense. Cleaning services shall be performed by contractors or employees reasonably approved in advance by Landlord and shall be subject to such reasonable conditions as Landlord may specify. Tenant's cleaning obligations shall include, without limitation, cleaning of all glass inside the Premises and the cleaning of the inside and outside of all glass windows, doors and partitions.

(c) Tenant shall arrange for the regular pickup of all trash and garbage at Tenant's sole cost and expense. Tenant shall not burn any trash or garbage at any time in or about the Shopping Center, and Tenant shall attend to the daily disposal

of trash and garbage in the manner designated by Landlord. If Landlord elects to provide any services or facilities for such pickup, Tenant shall be required to use such services and facilities and Tenant shall pay Tenant's Proportionate Share of the actual cost of such services and facilities, or, if Landlord elects, the cost of such service based upon usage, within thirty (30) days after being billed therefor.

(d) For purposes of this Lease, "Medical Waste" shall include (i) medical devices, instruments, or paraphernalia such as sharps, syringes, sutures, swabs or wraps of any sort that are intended to come into contact with any part of the body, and (ii) biological wastes and other waste materials that results from the administration of medical care to a patient by Tenant including, but not limited to, any materials that contain pathogens or are capable of producing an infectious disease. During the Term, Tenant (i) shall not dispose of Medical Waste in any trash receptacles provided by Landlord at the Building or the Shopping Center, (ii) shall dispose of Medical Waste generated in the Premises in accordance with all applicable Environmental Laws, and (iii) shall enter into and maintain at all times during the Term a contract with a third party licensed Medical Waste disposal contractor for the disposal of all Medical Waste. In addition, Tenant shall be responsible for collection, maintenance, and storage of all Medical Waste within the Premises, in accordance with all applicable law (including, but not limited to, all Environmental Laws) until disposed of. To the extent that any Medical Waste is also a Hazardous Material, Tenant shall comply with the provisions of Article XXI with respect to such Medical Waste.

Section 6.09 **Intentionally Omitted**.

Section 6.10 **Compliance**.

Tenant shall, at Tenant's sole cost and expense, comply with all applicable federal, state and local laws, statutes, ordinances, regulations, rules and orders and with all requirements imposed by Landlord's insurer pertaining to its use of the Premises and comply with all restrictions and exclusives contained in existing leases of other tenants at the Shopping Center which are identified on **Exhibits "I" and "J"** and obtain all licenses and permits required in connection with its use of the Premises and the use by Tenant of the Common Areas. If improvements to the Premises or the Shopping Center are necessary to comply with any of the foregoing requirements or applicable laws, statutes, ordinances, regulations, rules and orders, Tenant shall pay the cost thereof except to the extent alterations are required to items which are Landlord's responsibility to repair under Section 9.01 and the required alteration is not due to Tenant's (or Tenant's sublessee, assignee, licensee or concessionaire) use or alterations. If the cost of obtaining insurance for the Shopping Center is increased due to Tenant's use or occupancy of the Premises, Tenant shall pay to Landlord, upon demand, any additional insurance premiums or costs throughout the balance of the Term.

Section 6.11 **Intentionally Omitted**.

Section 6.12 **Intentionally Omitted**.

ARTICLE VII. UTILITIES AND OTHER SERVICES

Section 7.01 **Utilities**.

Landlord shall cause electricity, gas, water and sewer service connections to be available to the Premises for Tenant connections and shall at its expense cause electricity consumed within the Premises to be separately metered to the Premises. Tenant shall be responsible for the installation of all necessary conduits and mains to distribute such service within the Premises. Tenant shall pay all charges for electricity, water, gas (if provided), sewage disposal and other utilities and services serving the Premises directly to the provider of such utilities and services, and all such utilities and services shall be separately metered at Tenant's expense, if available. Tenant, at its sole cost and expense, shall be responsible for heating, ventilating and air conditioning the Premises provided Tenant shall be permitted to utilize any equipment located at and serving the Premises on the Delivery Date (provided that Landlord makes no representation or warranty as to the sufficiency or adequacy of any systems or equipment serving the Premises for Tenant's intended use of the Premises). In the event there is not a separate water meter for only the Premises, Tenant shall pay amounts reasonably charged by Landlord for all water used or consumed in the Premises as determined by a water submeter for the Premises furnished and installed by Tenant.

Section 7.02 **Telephone Equipment**.

All telephone equipment, including, without limitation, conduits for telephone wires, lines, outlets, jacks and appurtenances, and other communication systems, if any, shall be supplied, installed, repaired and maintained by Tenant at Tenant's sole cost and expense. Tenant shall make all necessary arrangements for telephone service and connection with the telephone company serving the Shopping Center or such other company as may be selected by Tenant and reasonably approved by Landlord.

Section 7.03 **Fire Protection Equipment**.

Tenant shall be responsible for installation and maintenance of fire extinguishers and other fire or smoke equipment that may be required or recommended by local building ordinances and fire codes, by Landlord's insurance company, and by any other federal, state or local authority of competent jurisdiction.

Section 7.04 **Failure to Furnish Services**.

No interruption, delay or failure of Landlord to furnish or provide any utility or service shall constitute an eviction or disturbance of Tenant's use and possession of the Premises or any portion of the Premises, or render Landlord liable to Tenant for damages, entitle Tenant to an abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease. However, if: (i) any utility ceases or if Landlord ceases to furnish any other service due to reasons within Landlord's reasonable control and (ii) such cessation is not caused by Force Majeure (defined below) and (iii) such cessation has not arisen as a result of an act or omission of Tenant and (iv) as a result of such cessation, the Premises (or a portion thereof) is rendered untenantable and Tenant in fact ceases to use the affected space in the manner used prior to such cessation, then, on the fifth (5th) consecutive day after all of the foregoing conditions have been met, the Rent payable hereunder shall be equitably abated based on the percentage of the Premises so rendered

untenantable and in fact not used by Tenant; provided that if such cessation is due to Landlord ceasing to furnish any service, then such abatement shall apply retroactively to the date of such cessation. Such abatement shall continue until the date the Premises become tenantable again by the restoration of such services. To the extent within Landlord's reasonable control, Landlord agrees to use commercially reasonable efforts to restore such interrupted or discontinued service as soon as reasonably practicable. In addition, in the event a failure due to Landlord ceasing to furnish any service exceeds ninety (90) days, Tenant shall thereafter have the right to terminate this Lease by giving written notice to Landlord at any time prior to the restoration of such service.

Section 7.05 **Regulations Regarding Utilities and Services**.

Tenant shall at all times abide by reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of utilities and services which are reasonably necessary for the operation of the Premises and the Shopping Center. Landlord shall have the right to run shafts, utility lines, pipes, roof drainage lines, conduit, wires, duct work and/or component parts of mechanical and electrical within the walls and through and above the ceiling of the Premises to service other tenants and building areas provided such installations do not interfere in any material way with Tenant's equipment, installations and other improvements or with Tenant's use of the Premises in accordance with the Permitted Use. During the Term, Landlord shall have access to all mechanical installations, common utility lines, pipes, ducts, shafts and other component parts located inside the Premises, and Tenant shall not construct any partitions or other obstructions which may interfere with access to such installations or the moving of servicing equipment to and from enclosures containing such installations. Neither Tenant nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise affect Landlord's mechanical installations.

ARTICLE VIII. COMMON AREAS

Section 8.01 **Use of Common Areas**.

Subject to the provisions of this Article VIII, Landlord grants to Tenant and its agents, employees, licensees and invitees a non-exclusive license to use, in common with others, during the Term those portions of the Common Areas from time to time made available for public use subject to the provisions of recorded documents; provided, however, that except as otherwise provided herein, Landlord may at any time appropriate portions of the Common Areas for its exclusive use or the exclusive use of other tenants and occupants of the Shopping Center. Tenant's use of the Common Areas shall be subject to the REA and such reasonable regulations as may from time to time be prescribed by Landlord. Tenant shall use its best efforts to cause its employees, agents, licensees, invitees, and permitted concessionaires to abide by such regulations.

Section 8.02 **Operation of Common Areas**.

Landlord shall operate and maintain the Common Areas or cause the Common Areas to be operated and maintained in a manner required by the REA and otherwise as determined by Landlord in its sole discretion to be reasonable and appropriate and in the best interests of the Shopping Center but in all cases, in a manner consistent with shopping centers similar to the

Shopping Center located in the northern suburban Chicago area. Landlord's Common Area maintenance obligations shall include, without limitation, (i) the installation, replacement and regular maintenance at appropriate intervals of all exterior landscaping; (ii) snow and ice removal from all parking areas, sidewalks and entrances; (iii) maintenance, repair and replacement of the parking areas (including restriping, patching and resurfacing as needed); (iv) maintenance, repair and replacement of all exterior utility services (other than those maintained by utility providers); and (v) keeping the Common Areas lighted in accordance with applicable law (including applicable Village ordinances) and clean and providing for regular trash removal of the trash generated from use of such areas. Tenant agrees that Tenant's use and operation of the Premises before 7:00 am or after 10:00 pm shall be conducted in such manner as to not interfere with Landlord's maintenance obligations. In connection with Landlord's operation of the Common Areas, subject to any restrictions elsewhere contained herein, Landlord shall have the right to (i) establish, modify and enforce reasonable rules and regulations with respect to the Common Areas generally (the current rules and regulations are attached hereto as **Exhibit H**) which will be enforced in a non-discriminatory manner, (ii) enter into, modify and terminate easements and other agreements pertaining to the use and operation of the Common Areas, (iii) close all or any portion of the Common Areas in order to prevent a dedication of such areas or the accrual of any prescriptive rights with respect to such areas, (iv) close the Common Areas during non-business hours or temporarily close all or any portion of the Common Areas to make repairs and changes, (v) discourage non-customer parking, and (vi) perform such other acts with respect to the Common Areas that, in Landlord's judgment, are necessary or desirable.

Section 8.03 **Changes and Additions to the Shopping Center**.

Subject to the provisions of this Section 8.03 and the other provisions of this Lease, Landlord reserves the right, at any time and from time to time, to (i) change the size, location and nature of the Common Areas, including, without limitation, any buildings, walkways, surface parking, underground parking and multiple level parking decks, and driveways located in the Common Areas, kiosks, planters and landscaped areas, (ii) construct other buildings or improvements in the Shopping Center or alter, add to, build additional stories on, or remove any buildings contained within the Shopping Center, and add structural support columns and elements that may be required within the Common Areas, (iii) make changes in the Shopping Center or any part of the Shopping Center, including additions thereto and subtractions therefrom, and grant easements and other interests and rights in the Shopping Center to other parties, (iv) convey or lease portions of the Shopping Center, including the Common Areas, to others, and (vi) change the name and address of the Shopping Center. Landlord shall have the non-exclusive right, subject to the restrictions set forth below and elsewhere herein, to use all or any portion of the roof of the Premises, not utilized by Tenant, for Landlord's equipment used in connection with the operation of the Shopping Center and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and other mechanical equipment, if any, serving other parts of the Shopping Center. In all cases in which Landlord is permitted access to the Premises, Landlord shall provide Tenant with reasonable prior notice and Tenant shall have the right to require that the parties gaining access be accompanied by a representative of Tenant (except in the case of emergencies requiring immediate access in which case Landlord shall provide notice immediately following such access). No exercise of any right contained in this Section 8.03 shall materially obstruct access to the Premises or reduce the parking available in the Shopping Center to a level below that required under applicable law. The parties acknowledge the depiction of the Shopping Center on the Site Plan

attached as **Exhibit B** does not constitute a representation, covenant or warranty of any kind by Landlord. Notwithstanding anything herein to the contrary, Landlord shall not be permitted without Tenant's prior written consent to make any alterations to the Building, the Common Areas or the Shopping Center which will upon completion adversely affect in any material way (other than on a temporary basis while such alterations are being made): (i) Tenant's use or occupancy of the Premises in accordance with the Permitted Use; (ii) access to or from the Premises; (iii) Tenant's rooftop or other equipment used in its operations; (iv) parking by reducing the amount of parking which Landlord is required to maintain hereunder or making the location of available parking less convenient to Tenant; or (v) Tenant's rights or obligations under this Lease. Any work performed by or for Landlord shall be performed in a manner which minimizes any interference with Tenant's use of the Premises. In addition, to the extent that Landlord makes any alterations to the Building, the Common Areas or the Shopping Center that would adversely affect in any material way (other than on a temporary basis while such alterations are being made) the visibility of the Premises or any of Tenant's façade signage from the Edens Expressway or Skokie Boulevard, then Landlord shall be required as a condition to such alteration work to provide and install, at Landlord's sole cost and expense, additional professionally prepared signage within the Shopping Center containing Tenant's trade name and/or logo which is comparable to the signage to be replaced and otherwise reasonably acceptable to Tenant and visible from the Edens Expressway or Skokie Boulevard, as applicable, in a location reasonably acceptable to Tenant.

Section 8.04 **Employee Parking Areas**.

Tenant, Tenant's employees and employees of any permitted concessionaires or other occupants of the Premises shall only park their vehicles in areas in the Shopping Center designated, from time to time, by Landlord as employee parking areas. When Tenant first opens for business in the Premises and, thereafter within five (5) days after Landlord's written request during the Term, Tenant shall furnish to Landlord the license plate numbers and description of the vehicles then operated by Tenant and its employees and permitted concessionaires or other occupants. Tenant shall not interfere with the rights of Landlord and other tenants, and their respective permitted concessionaires, officers, employees, agents, licensees and invitees, to use any part of the parking areas or any other portion of the Common Areas.

Section 8.05 **Parking**.

Landlord shall at all times during the Term maintain on site parking sufficient to comply with all applicable zoning requirements and the REA, which shall be available for Tenant's (and its employees, agents, guests, patients and invitees) use free of charge on an unreserved, first come first serve basis in common with the other tenant's and occupants of the Shopping Center. Subject to approval by the Village (which approval will be sought as part of the Zoning Approval provided that Tenant prepares and delivers all information and documentation necessary so seek such approval on a timely basis that would not delay the obtaining of the Zoning Approval by the Zoning Approval Contingency Date), and provided vehicular and other access to other tenants in the Shopping Center is not adversely affected, patient drop off and pick up shall be permitted in the front of the Premises on a temporary loading and unloading basis (complying with all applicable laws and ordinances including the existence of the fire lane in front of the Premises) and, in addition, Tenant shall have the right to a designated drop off and pick up area in the rear of the Premises near Tenant's rear entrance for the purpose of dropping off and picking up Tenant's

patients. Subject to Section 11.01 below, Tenant shall have the right to install signage so designating such pick up and drop off area. Landlord shall not grant any other tenants or occupants of the Shopping Center exclusive or reserved rights to park nor grant any rights to allow the use of such area for valet parking by any party other than Tenant within the parking area designated as "Restricted Parking Area" on **Exhibit "B"** without Tenant's consent which may be conditioned by Tenant upon Landlord offering similar rights to Tenant.

Section 8.06 **Subdivision**.

Landlord shall not record any subdivision plat for the Shopping Center or otherwise effectuate a subdivision that would adversely affect Tenant's rights under this Lease including, without limitation, Tenant's signage, Tenant's Exclusive Use rights and prohibition against Prohibited Uses, rights of access, parking rights, utilities, use of the Common Areas and services to be provided hereunder, without in each instance obtaining Tenant's prior written consent which consent shall not be unreasonably withheld, conditioned, or delayed and which consent may be conditioned upon Landlord entering into and recording such customary reciprocal easement agreements or declarations of covenants, conditions and restrictions of record necessary to preserve such lease rights against third party owners.

ARTICLE IX. MAINTENANCE AND REPAIRS BY LANDLORD

Section 9.01 **Maintenance and Repairs**.

Landlord shall maintain the foundation of the Premises, the roof of the building in which the Premises is located and the structural portions of the Building, the foundation, concrete slab, structural support columns and exterior and structural walls of the Premises and façade of the Building (excluding from all of the foregoing doors, door frames, storefronts, windows, frames and glass), all Building systems (including the electrical, mechanical, plumbing, sanitary and storm sewer mains, fire alarm and pump to supply pressurized water to sprinklers, and security systems) to the point of connection at the Premises for the exclusive serving of the Premises and the utility lines serving the Building to the point of connection to the Premises in good order, repair and condition and in compliance with all applicable law; provided however, that Tenant shall notify Landlord of the need for any such maintenance which comes to its attention and Landlord shall have a reasonable time to respond; and provided further that Landlord shall not be responsible for maintenance which arises out of or results from the negligence or intentional misconduct of Tenant, its agents, concessionaires, officers, employees, licensees, customers, invitees or contractors, in which case such maintenance shall be performed by Tenant or, at Landlord's option, by Landlord at Tenant's sole cost and expense and Landlord shall be reimbursed by Tenant therefor upon demand.

Section 9.02 **Maintenance Performed by Independent Contractors**.

Notwithstanding anything contained in this Lease to the contrary except to the extent arising solely from such Landlord's Indemnified Parties negligence or willful misconduct, the Landlord's

Indemnified Parties shall not be liable or responsible for, and Tenant waives all claims against the Landlord's Indemnified Parties for injury, death or damage to persons or property sustained by Tenant or any person claiming by, through or under Tenant arising out of, related to, or in connection with the performance or non-performance of any work by any contractor, subcontractor, laborer or material vendor, including but not limited to improper or defective work performed by any contractor, subcontractor, laborer or material vendor.

Section 9.03 **Access by Landlord**.

Landlord, Landlord's mortgagee, and their respective agents shall have the right to enter the Premises at reasonable times (and at all times in cases of emergency) upon reasonable prior notice during business hours (except in the event of an emergency in which case Landlord shall provide notice immediately following such access), as Landlord may elect, to examine, inspect and show the Premises to persons wishing to lease, purchase, finance, manage or otherwise deal with the Premises or the Shopping Center, to provide services or make repairs, replacements, changes or alterations as set out in this Lease, and to take such steps as Landlord may deem reasonably necessary or appropriate for the safety, improvement or preservation of the Premises or the Shopping Center. In all cases in which Landlord is permitted access to the Premises, Tenant shall have the right to require that the parties gaining access be accompanied by a representative of Tenant (except in the case of emergencies requiring immediate access).

ARTICLE X. MAINTENANCE, REPAIRS AND ALTERATIONS BY TENANT

Section 10.01 **Maintenance and Repairs**.

Except to the extent that Landlord is specifically responsible for maintenance under Article IX of this Lease, Tenant shall maintain the Premises, its surrounding walls, floor, ceiling, exterior entrances, service areas, and all improvements therein and all appurtenances thereof in good order, condition and repair, making all needed maintenance, repairs, including, without limitation:

(a) maintaining lighting, heating and plumbing fixtures and heating, ventilating and air conditioning equipment and systems, the fire protection sprinkler system and life safety systems in good order, condition and repair making all needed maintenance and repairs,;

(b) making repairs as needed to signs, moldings, mullions, frames, doors, hardware, partitions, walls, ceilings, floors, and fixtures;

(c) keeping all glass, including that in windows, doors, fixtures and skylights, clean and in good condition, and to replace glass which may be damaged or broken with glass of the same quality;

(d) keeping all pipes and drains inside or outside the Premises clean and free of blockage and accumulation of hair, debris or waste of any kind emanating from the Premises, and removing all such waste with proper traps approved by Landlord so as to prevent such waste from accumulating in any drains or pipes or being

discharged through any drains or pipes into any system of pipes or sewers located outside the Premises; and

(e) making all repairs, alterations, additions or replacements to the Premises required by this Section 10.01 in connection with its use of the Premises by any law, ordinance or regulation of any public authority or by fire underwriters or underwriters' fire prevention engineers and keeping the Premises equipped with all safety appliances so required.

If equipment, fixtures, units, systems and appurtenances thereto is replaced, Tenant shall replace the same with equipment, fixtures, units, systems and appurtenances of the same quality as when new, and shall repair all damage resulting in or by such replacement. Without limitation, Tenant shall be obligated to pay the cost of replacing or altering the HVAC system for the Premises which occurs as a result of any governmental mandatory regulation, law or the like.

Section 10.02 **Maintenance of Heating, Ventilating and Air Conditioning System**.

As part of Tenant's maintenance and repair obligations, Tenant shall enter into a contract with a third party service contractor approved by Landlord, providing for the periodic (at least quarterly) service, maintenance and repair of the heating, ventilating and air conditioning system serving the Premises which shall provide for a scope of work and periodic services, at a minimum, in accordance with **Exhibit G**. Tenant shall, at its sole cost and expense, maintain the service contract with a contractor approved by Landlord, and cause such contractor to perform all needed service, maintenance, and repair, of the heating, ventilating and air conditioning system servicing the Premises. Tenant shall furnish Landlord with a copy of the current service contract, which contract shall be in form and substance satisfactory to Landlord and a current certificate of insurance of the Tenant's service contractor naming Landlord as an additional insured and such certificate shall be in form and substance and contain such coverages satisfactory to Landlord.

Section 10.03 **Failure to Maintain or Repair**.

If Tenant fails or refuses to perform any obligation under Sections 10.01 or 10.02, and such failure continues for ten (10) business days after notice from Landlord (except in the case of an emergency when no notice shall be necessary), Landlord may, but shall not be obligated to, perform such obligation, and Tenant shall pay to Landlord, upon demand, as additional Rent, the cost of such performance plus fifteen percent (15%) of such cost for supervision and overhead.

Section 10.04 **Alterations**.

Tenant shall not make any alterations, additions, changes or repairs to the Premises (collectively, "Alterations") without obtaining in each instance Landlord's prior written consent. Notwithstanding the foregoing, Landlord's consent shall not be required with respect to interior cosmetic and decorative changes, or other interior alterations which do not exceed $50,000.00 in amount and which do not affect the Building structure or the Building utility or mechanical systems. If Landlord consents to any proposed Alterations, Landlord may impose such conditions with respect to such consent as Landlord deems appropriate, including, without limitation, (i) requiring insurance against liabilities which may arise out of such Alterations, (ii) requiring payment and performance bonds for the contractor performing the Alterations, and (iii) requiring

plans and specifications and building permits necessary to perform the Alterations. Tenant shall perform the Alterations (a) with contractors previously reasonably approved in writing by Landlord, (b) in a good and workmanlike manner, employing materials of high quality, (c) in accordance with all governmental and insurance requirements, and all rules and procedures reasonably prescribed by Landlord, and (d) in a manner to avoid labor disharmony at the Shopping Center. Tenant shall pay promptly when due the entire cost of the Alterations plus Tenant shall reimburse Landlord for all actual out-of-pocket cost and expenses incurred by Landlord in engaging a third party construction consultant to review Tenant's plans and specifications and work, not to exceed five percent (5%) of the total cost of such work. No supervisory or work inspection fees shall be due in connection with Tenant's initial build out of the Premises. Tenant shall indemnify, defend and hold harmless the Landlord's Indemnified Parties from and against all liability, injury, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and litigation costs) for injury, death, or damage to or of any person or property arising out of, with respect to, or in connection with any Alterations, except to the extent caused by the negligence of the Landlord's Indemnified Parties.

Section 10.05 **Liens**.

Upon completion of the Alterations, Tenant shall provide Landlord with contractor and owner sworn statements and final mechanic's lien waivers and copies of receipted bills from the contractors, subcontractors and material suppliers performing the Alterations. Tenant shall not permit any mechanic's liens to be filed against the Premises or the Shopping Center or any interest therein by reason of any work, labor, services or materials performed at or furnished to the Premises for or at the request of Tenant or to anyone claiming by, through or under Tenant. If at any time such a mechanic's lien is filed, Tenant shall, within thirty (30) days cause the same to be released and discharged of record; provided, however, that Tenant may contest any such liens provided that (i) Tenant does so in good faith and with due diligence and, to the extent permitted by Landlord's lender either bonds over or deposits with Landlord security in either case satisfactory to Landlord, (ii) on final determination of such liens, Tenant shall immediately pay and satisfy any judgment rendered and shall have the lien discharged and released of record, and (iii) in all events, on or prior to the Expiration Date or earlier termination of the Term, Tenant shall have such liens discharged and released of record. Nothing contained in this Lease shall be construed to be a consent on the part of the Landlord to subject Landlord's estate in the Premises to any lien or liability under the Mechanic's Lien Law of the State of Illinois.

Section 10.06 **Labor Relations**.

Tenant shall not engage in or permit any activity which shall result in labor strife including work slowdowns, pickets or boycotts, in the Common Areas or other tenant space of the Shopping Center. Tenant shall promptly respond in good faith and in a manner it deems reasonable to any complaint or notice received by Landlord or Tenant from a union representative.

ARTICLE XI. SIGNS

Section 11.01 **Landlord Consent Required; Sign Criteria**.

Tenant shall, at Tenant's sole cost, install one exterior sign on the second level above the storefront of the Premises approximately in the same location as the existing "Carson's Furniture Gallery" sign, and one exterior sign on the second level of the east elevation of the Building approximately in the same location as the existing "Carson's Furniture Gallery" sign, each identifying Tenant's business which signs shall comply in all respects with **Exhibit F** and all governmental requirements. Tenant shall also have the right, at its cost and expense, to install identification signage at the entrance of the Premises, signage designating Tenant's pick up and drop off area and, until such time, if any, that Landlord installs directional signage within the Shopping Center, directional signage within the Shopping Center in the form and at the locations in the Shopping Center as set forth on **Exhibit L**. If Landlord installs directional signage within the Shopping Center, Landlord shall include Tenant's name on such directional signage, and Tenant shall remove all directional signage installed by Tenant. If at any time during the Term, a monument or pylon sign is erected to serve the Shopping Center, Landlord shall include Tenant's name on such monument or pylon sign. Without having obtained the prior written consent of Landlord in each instance, Tenant shall not permit any sign, placard, lettering, name, insignia, trademark or other advertising media or descriptive material to be painted or placed (i) on the exterior or roof of the Premises or on any Shopping Center improvements, or (ii) on the doors, exterior walls and windows of the Premises or within twenty-four inches of any window. The size, type, color, location, copy, nature and display qualities of all such signs and materials shall be approved by Landlord in writing prior to their installation which approval shall not be unreasonably conditioned withheld or delayed, provided that in no case shall anything be permitted to be painted or placed on any windows other than Tenant's trade name, logo, and hours of operation. All signage shall comply with the design criteria set forth in **Exhibit F** and with all applicable laws, ordinances, codes and regulations. Landlord hereby pre-approves and consents to Tenant's signage which is consistent with Tenant's standard corporate signage for such purposes used in its operations generally throughout the Chicago metropolitan area and any future changes to such signage provided such signage complies with applicable law and this Section 11.01. Tenant shall not affix any awnings, aerials, antennas, satellite dishes or other communication equipment or devices to the Premises or anywhere outside the Premises except as required or permitted in writing by Landlord.

Section 11.02 **Under-Canopy Signs**.

Landlord reserves the right to install an "under-canopy" tenant identification sign for the Premises, which sign shall be in accordance with criteria and specifications, including, without limitation, size, color, shape, materials, letter style and size, specified by Landlord from time to time. Tenant shall pay to Landlord, on demand, as additional Rent, a reasonable charge imposed by Landlord for the sign and installation thereof.

ARTICLE XII. INSURANCE; INDEMNIFICATION AND WAIVER OF CLAIMS

Section 12.01 **Landlord's Insurance**.

During the Term, Landlord shall carry or cause to be carried with companies, in amounts and on terms satisfactory to Landlord (i) liability insurance pertaining to the Common Areas of the Shopping Center, but not less than Two Million Dollars ($2,000,000) each occurrence and Two Million Dollars ($2,000,000) general aggregate for injury or death to one or more persons, and for property damage for each occurrence, together with contractual liability insurance (insuring Landlord's indemnity contained in Section 12.04); (ii) insurance against loss or damage by fire and such other risks as may be customarily included in the standard form of extended coverage endorsement and vandalism and miscellaneous mischief endorsement, including rent protection insurance; and (iii) such other insurance as Landlord may deem appropriate. In the event the liability insurance carried by Landlord contains a deductible or self-insurance retention program, the costs paid by the Landlord in connection with such deductible or self-insurance retention program, including reasonable reserves, shall be deemed a part of the cost of liability insurance, provided that the amount of such deductible shall not exceed a commercially reasonable amount. The cost of insurance procured by Landlord under this Section 12.01 shall be included in Center Expenses.

Section 12.02 **Tenant's Insurance**.

During the Term and any extension thereof, Tenant shall maintain the following insurance at Tenant's sole cost and expense:

(a) commercial general liability insurance with coverage for premises/operations, products/completed operations, contractual liability (insuring Tenant's indemnity contained in Section 12.04) and personal/advertising injury, naming the Landlord, Landlord's Indemnified Parties and Landlord's lender as additional insureds, against all claims, demands, or actions for injury, death and property damage in amounts which are from time to time acceptable to Landlord, but not less than Two Million Dollars ($2,000,000) each occurrence and Two Million Dollars ($2,000,000) general aggregate for injury or death to one or more persons, and for property damage for each occurrence;

(b) "all risk" physical damage insurance, including fire, sprinkler leakage, leakage from bursting pipes, explosion of or other damage by boilers and compressors (if any), malicious mischief, vandalism and other extended coverage perils, for the full replacement cost of all of Tenant's stock in trade, fixtures, furnishings, floor and wall coverings and equipment in or about the Premises;

(c) if any alcoholic liquors (including, without limitation, beer and wine) are sold in or about the Premises, dram shop insurance or other insurance, naming the Indemnified Parties as additional insureds, against claims, demands or actions related to, resulting from or caused in whole or in part by the sale of such alcoholic liquors, whether such liability is based on statute, common law or otherwise, or

whether such liability arises out of the violation of any present or future statute, ordinance, regulation or duty imposed by common law or otherwise;

(d) full comprehensive plate glass insurance covering all exterior plate glass in the Premises;

(e) workers' compensation insurance covering all costs, statutory benefits and liabilities under state workers' compensation or similar laws, with a waiver of subrogation in favor of Landlord, and employer's liability insurance with limits of not less than Five Hundred Thousand Dollars ($500,000) per accident or disease.

Subject to Tenant's self-insurance rights below, all policies of insurance shall be in form and with a responsible insurer with a then current policyholder's rating of not less than *"A, Class X"* in the most current edition of *A.M. Best Company Rating Guide.* Such policies shall provide that they will not be subject to cancellation, termination or material change unless the insurer has provided at least thirty (30) days' prior written notice of the same to Landlord at Landlord's Notice Address and if the insurer shall not provide such agreement, Tenant shall provide Landlord with such required notice. Tenant shall deliver to Landlord on the Delivery Date, and not less than thirty (30) days prior to the expiration of such insurance policies, certified copies of such insurance policies, or, at Landlord's option, duly executed certificates for the same (which, with respect to casualty insurance, shall evidence the insurer's waiver of subrogation in favor of Landlord) together with evidence satisfactory to Landlord of the payment of insurance premiums. Notwithstanding anything contained in this Lease to the contrary, if Tenant fails to comply with the requirements of this Section 12.02 within ten (10) business days after notice from Landlord, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay the cost of the premiums of such insurance to Landlord upon demand as additional Rent.

Section 12.03 **Waiver of Subrogation**.

Landlord and Tenant shall have their fire insurance, extended coverage insurance, and any and all material damage insurance affecting the Premises or the Shopping Center, set forth as part of the policy a subrogation clause containing the substance and having the same effect as the following: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein". Landlord waives all claims for recovery from Tenant and the Tenant Indemnified Parties and Tenant waives all claims for recovery from the Landlord and Landlord Indemnified Parties for any loss or damage to any of its property insured under valid and collectible insurance policies or which would have been covered under any such policies if the insurance policies required hereunder to be maintained by the party suffering the loss had been maintained by such party. In addition, each party shall cause its fire and extended coverage policy to include a provision or endorsement by which the insurer waives all rights of subrogation which such insurers might have had against the other's Indemnified Parties.

Section 12.04 **Indemnification**.

Subject to the waiver of subrogation and waiver of claims contained in Section 12.03 and Section 12.05, Tenant shall indemnify and hold harmless the Landlord and Landlord's Indemnified Parties

and, at the election of Landlord, Tenant shall defend Landlord and the Landlord's Indemnified Parties (with counsel reasonably acceptable to Landlord) from and against all liability, injury, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and litigation costs) arising out of, with respect to, or in connection with (i) any accident, injury, death, damage or theft to or of any person or property occurring within the Premises, (ii) any act or omission of Tenant, its agents, contractors, employees, or licensees, (iii) the conduct or operation of Tenant's business, or (iv) any failure on the part of Tenant to perform or comply with any of the terms of this Lease. Nothing contained in this Section 12.04 shall be deemed to require Tenant to indemnify Landlord or any Landlord's Indemnified Parties to the extent such indemnity is prohibited by law or to the extent the liability, injury, loss, cost, damage or expense arises out of the negligence or intentional misconduct of Landlord or any Landlord's Indemnified Parties.

Subject to the waiver of subrogation and waiver of claims contained in Section 12.03 and Section 12.05, Landlord shall indemnify and hold harmless the Tenant and Tenant Indemnified Parties and, at the election of Tenant, Landlord shall defend the Tenant and Tenant's Indemnified Parties (with counsel reasonably acceptable to Tenant) from and against all liability, injury, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and litigation costs) arising out of, with respect to, or in connection with (i) any act or omission of Landlord, its agents, contractors, employees, licensees or invitees, (ii) the conduct or operation of Landlord's business, (iii) any accident, injury, death, damage or theft to or of any person or property occurring in, on or about the Common Areas, or (iv) any failure on the part of Landlord to perform or comply with any of the terms of this Lease. Nothing contained in this Section 12.04 shall be deemed to require Landlord to indemnify Tenant or any Tenant's Indemnified Parties to the extent such indemnity is prohibited by law or to the extent the liability, injury, loss, cost, damage or expense arises out of the negligence or intentional misconduct of Tenant or any Tenant's Indemnified Parties.

Section 12.05 **Waiver of Claims.**

To the extent permitted by law, and except to the extent caused by or arising from the negligence or willful misconduct of any of Landlord's Indemnified Parties or Landlord's failure to perform its obligations under the Lease, the Landlord's Indemnified Parties shall not be liable to Tenant or anyone claiming by, through or under Tenant, and Tenant releases Landlord and the Landlord's Indemnified Parties from and waives all claims against Landlord and the Landlord's Indemnified Parties for injury, death or damage to person or property occurring in, on or about the Shopping Center, including, without limitation, claims for damage resulting from (i) any equipment, appurtenances or other part of the Shopping Center becoming out of repair; (ii) fire, wind, water, robbery, theft or any other casualty; (iii) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring, water and steam pipes, stairs, porches, railings or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout, the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Shopping Center, or the escape of steam or hot water; (vi) water, snow, or ice that may leak into, flow on, or flow from any part of the Premises or the Shopping Center; (vii) the falling of any fixture, plaster or stucco; or (viii) any act or omission of other tenants of the Shopping Center or owners of adjacent or contiguous property.

Section 12.06 **Self-Insurance**.

Landlord acknowledges and agrees that, at Tenant's election, Tenant's insurance requirements set forth in Section 12.02 of the Lease and elsewhere in the Lease may be satisfied through a plan of self-insurance maintained by Tenant. So long as Tenant self-insures such insurance requirements, Landlord shall be treated, and enjoy the same position as it would have enjoyed had Tenant purchased and kept in force the required insurance from an independent institutional insurer of recognized responsibility. Tenant's right to self-insure shall be conditioned on Tenant maintaining during any period in which it is self-insuring, a tangible net worth computed in accordance with generally accepted accounting principles consistently applied of not less than One Hundred Million Dollars ($100,000,000.00). During any period in which Tenant elects to self-insure, Tenant shall, in lieu of the requirements provided in Section 12.02, provide Landlord annually, upon request by Landlord, with a certificate stating that Tenant is self insuring the insurance required to be carried by Tenant under the Lease. Following any termination of its self-insurance plan, Tenant shall deliver to the Landlord such insurance policies or certificates of insurance as may be required under the Lease.

ARTICLE XIII. DAMAGE BY FIRE OR OTHER CASUALTY

Section 13.01 **Damage to Premises**.

If the Premises is rendered untenantable, in whole or in part, by damage from fire or other casualty which, in Landlord's sole opinion, cannot be repaired and restored within two hundred seventy (270) days after the date Landlord receives the insurance proceeds with respect to such casualty, or if the fire or casualty occurs during the last eighteen (18) months of the Term, then either Landlord or Tenant may terminate this Lease as of the date of the fire or other casualty by delivery of written notice to the other within ninety (90) days after the date of the casualty. Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises or the Common Areas of which Tenant has knowledge.

Section 13.02 **Damage to Shopping Center**.

If the Shopping Center or the building in which the Premises are situated is damaged by a fire or other casualty, and the cost to repair the Shopping Center or the building in which the Premises are situated, as the case may be, would exceed twenty-five percent (25%) of the cost to replace the same, Landlord may terminate this Lease as of the date of the fire or other casualty by delivery of written notice to Tenant within ninety (90) days after the date of the casualty..

Section 13.03 **Restoration of Premises**.

If this Lease is not terminated pursuant to Section 13.01 or Section 13.02, Landlord shall, with reasonable diligence and promptness, repair or restore the damage to the Premises and the Shopping Center; provided, however, that Landlord shall not have any obligation to repair or restore any damage to Tenant's Work or alterations to the Premises or to Tenant's stock in trade, fixtures, furniture, furnishings, floor and wall coverings and equipment, and Tenant shall repair such damage, at Tenant's sole cost and expense, promptly after Landlord completes its repairs and

restoration of the Premises. Notwithstanding the foregoing, Landlord shall not be required to repair or restore the Premises if insurance proceeds received by Landlord for repair or restoration are insufficient to pay for such repair or restoration. If Landlord elects not to repair or restore the Premises, Tenant may, within thirty (30) days after Tenant receives notice from Landlord of the inadequacy of such insurance proceeds, either terminate this Lease by giving notice to Landlord or contribute to Landlord the balance necessary to complete such repair or restoration, or Tenant's rights hereunder shall be deemed waived; in the event of such waiver, Landlord may elect to terminate this Lease by giving notice to Tenant.

Section 13.04 **Abatement of Rent**.

If as a result of the fire or other casualty, the Premises are untenantable, in whole or in part, and Tenant ceases to conduct business from the Premises or any substantial portion thereof, then, provided that Tenant does not conduct business from the Premises or such portion thereof, Fixed Rent shall proportionately abate based on the ratio of the Floor Area of the space rendered untenantable to the Floor Area of the Premises from the date when the damage occurred until the date Landlord completes its repair work, extended by such additional period of time (not to exceed one hundred eighty (180) days) as may be reasonably required for Tenant to complete its repair work; further provided if the damage shall have been caused by the negligent or intentional actions of Tenant, its agents or employees, then rent shall only abate to the extent covered by rent loss insurance, if any, carried by Landlord.

ARTICLE XIV. EMINENT DOMAIN

Section 14.01 **Taking of the Premises**.

If as the result of a taking by any public authority by the exercise, or under the threat of exercise, of the power of eminent domain (a "Taking"), the entire Premises are taken, or a portion of the Premises is taken, and the portion not taken is no longer suitable, in Landlord's judgment, for the Permitted Use, then this Lease shall terminate as of the date the right of possession of the Premises is taken by the public authority, and Tenant shall pay Rent and perform its obligations hereunder until such date and Landlord shall refund any Rent paid for periods subsequent to such date. If a portion of the Premises is taken but the portion not taken is suitable, in Landlord's and Tenant's mutual judgment, for the Permitted Use, this Lease shall terminate on the date possession is taken by the public authority with respect to only the portion taken. After such date, Fixed Rent shall be adjusted on the basis of the ratio which the Floor Area of the Premises so taken bears to the Floor Area of the Premises prior to the Taking. Landlord shall at its expense make all necessary repairs or alterations to the basic building structure so as to constitute the remaining Premises a complete architectural unit, provided that Landlord shall not be obligated to undertake any such repairs or alterations if the cost thereof exceeds the award received by Landlord.

Section 14.02 **Taking of the Shopping Center**.

If as the result of a Taking, more than twenty-five percent (25%) of the Floor Area of the building in which the Premises is located is taken, or more than twenty-five percent (25%) of the Floor Area of the Developer Parcel is taken, or a substantial portion of the parking areas of the Shopping

Center is taken, Landlord may terminate this Lease as of the date the right to possession is taken by the public authority, by written notice to Tenant prior to such date, and Tenant shall pay Rent and perform its obligations hereunder until such date and Landlord shall refund any Rent paid for periods subsequent to such date.

Section 14.03 **Ownership of Award**.

All compensation awarded as a result of a Taking, whether for the whole or a 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, and Tenant hereby assigns to Landlord its interest in such award; provided, however, that Landlord shall not be entitled to any award made for the value of Tenant's equipment, stock, store fixtures and other removable personal property.

ARTICLE XV. ASSIGNMENT AND SUBLETTING

Section 15.01 **Restrictions on Transfer**.

A. Tenant shall not voluntarily or by operation of law transfer, assign, sublet, license, concession, mortgage or otherwise transfer or encumber all or any part of Tenant's interest (to include the sale or other transfer of stock or other interests in any percentage sufficient to change the effective voting control of Tenant) in this Lease or in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, nor shall Tenant suffer or permit the Premises or any part thereof to be used or occupied by others without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease. Regardless of Landlord's consent, no subletting or assignment or other transfer shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay all Rent and to perform all other obligations to be performed by Tenant hereunder.

B. Tenant may request Landlord's consent to assignment, sublease or license of the Premises for the Permitted Use pursuant to Section 6.01, provided that at the time of notice of such request, (i) Tenant shall not be in default under the terms of this Lease, and (ii) Tenant shall furnish to Landlord a bona fide letter of intent detailing the terms of such proposal. The notice shall also contain the following information:

(a) a complete report on the business experience and history of the proposed transferee;

(b) current audited financial statements (plus audited financial statements for the immediately preceding three (3) years) of the proposed transferee evidencing a tangible net worth computed in accordance with generally accepted accounting principles consistently applied of not less than One Hundred Million Dollars ($100,000,000.00); and

(c) evidence that neither Tenant nor any guarantor of the Lease nor the proposed transferee is or has been engaged in bankruptcy or insolvency proceedings or an assignment for the benefit of creditors within the five (5) years immediately preceding Tenant's notice of request for Landlord's consent.

Landlord agrees, within ten (10) business days after receipt of a notice that fully complies with the above requirements, to either:

(1) give reasonable consideration to granting its consent and either grant or withhold such consent; or

(2) if the proposed transfer is for the entire Premises for a period ending on or after the date that is six (6) months prior to the end of the Term, Landlord may elect to terminate this Lease, in which event this Lease shall terminate on the date set forth in Landlord's notice but in any event no later than the ninetieth (90th) day after the last day of the month in which Landlord gives notice; provided if Tenant elects to retract its request, such termination shall be null and void.

In the event of such termination, Tenant shall return possession of the Premises to Landlord in accordance with the provisions of this Lease on the date of termination. At least ten (10) days prior to the date of termination, Tenant shall pay to Landlord all Fixed Rent and other charges due through the date of termination; provided however, in the event actual amounts for Center Expense Rent, Tax Rent and the like for the year in which termination occurs are not known at the time of termination, Tenant shall pay its share through the date of termination based on Landlord's reasonable estimate and there shall be an adjustment between Landlord and Tenant promptly after such time as the actual amounts of such charges are known to Landlord, with Tenant making the appropriate payment to Landlord, or Tenant receiving the appropriate payment from Landlord, as the case may be.

C. Without limitation as to what may constitute reasonable consideration, it is agreed that Landlord has given reasonable consideration to a proposed transfer, even if Landlord has withheld consent, if:

(a) In the reasonable judgment of Landlord, the proposed transferee:

(1) is of a character or engaged in a business or proposes to use the Premises in a manner which, notwithstanding that it will continue to comply with the Permitted Use described in Section 1.22, is not in keeping with the standards of Landlord for the Shopping Center;

(2) has an unfavorable reputation;

(3) has a credit standing which, in the opinion of Landlord, is inferior to other tenants of the Shopping Center; or

(4) does not have substantial experience in owning and operating the type of business to be conducted on the Premises; or

(b) an event of default has occurred and has not then been cured; or

(c) the proposed transfer does not obligate the proposed transferee to comply with all of the terms of this Lease which imposes obligations or responsibilities upon Tenant.

Section 15.02 **Tenant to Remain Obligated**.

If Landlord grants its consent to a proposed assignment, Tenant shall deliver to Landlord, at least fifteen (15) days before the effective date of the assignment, a written agreement in form and substance satisfactory to Landlord, for the benefit of Landlord under which Tenant assigns its entire interest in this Lease (including any right to prepaid rent or the Security Deposit) to the assignee and under which the assignee expressly assumes all of the obligations of Tenant under this Lease and agrees to be bound to Landlord by all of the terms, conditions and provisions of this Lease. If Landlord grants its consent to a proposed sublease, Tenant shall deliver to Landlord, at least fifteen (15) days prior to the effective date of the sublease, a written agreement from the subtenant to Landlord agreeing to attorn to Landlord, at the option of Landlord, in the event a Default occurs under this Lease. In either event, Tenant shall deliver to Landlord prior to effective date of the assignment or sublease a written agreement from each Guarantor, if any, consenting to the assignment and ratifying the Guaranty delivered by such Guarantor. Notwithstanding the consent of Landlord to the assignment or sublease, Tenant shall remain fully obligated under this Lease following the assignment or sublease except to the extent otherwise provided herein or expressly agreed to in writing by Landlord. Tenant shall pay all of Landlord's costs, charges and expenses, including attorneys' fees, incurred in connection with any assignment or sublease requested by Tenant not to exceed in the aggregate $2,500.00.

Section 15.03 **Net Consideration of Assignment or Sublease**.

If Tenant shall assign this Lease or sublet the Premises pursuant to the terms of this Article XV, or if Tenant, as a debtor in possession, or a trustee in bankruptcy for Tenant pursuant to the United States Bankruptcy Code, shall assign this Lease or sublet the Premises, Tenant shall pay to Landlord, as additional Fixed Rent, (i) in connection with an assignment, fifty percent (50%) of the consideration, if any, received directly or indirectly by Tenant in connection with the assignment immediately upon receipt by Tenant, and (ii) in connection with a sublease, (a) on the first day of each calendar month of the term of the sublease, fifty percent (50%) of the excess of all rent and other monetary consideration due from the subtenant to Tenant under the sublease for such month over the Fixed Rent, Center Expense Rent, Tax Rent and other monetary consideration then due from Tenant to Landlord under this Lease for such month, and (b) immediately upon receipt by Tenant, fifty percent (50%) of any other monetary consideration received directly or indirectly by Tenant in connection with the sublease. As used in this Section 15.03, the term "consideration" shall mean, all monetary consideration received by Tenant in connection with such assignment or sublease less all actual out-of-pocket costs reasonably and actually incurred by Tenant (including attorneys' fees, brokerage commissions, advertising expenses, cash allowances, the cost of any work to prepare the space for the new tenant, moving costs of the new tenant paid by Tenant, lease buyout cost, demising costs, free rent and tenant finish work) in connection with such transfer.

Section 15.04 **Permitted Transfers**.

Anything herein to the contrary notwithstanding, Tenant, without the consent of Landlord, but after giving Landlord notice thereof, shall have the right to (each a "Permitted Transfer"), (A) transfer, assign or sublease all or a portion of its interest in the Lease (a) to a parent company; or to a subsidiary or affiliate which is controlled by Tenant or its parent (either through ownership of a majority interest in such entity or the ability to direct the day-to-day affairs of such entity); provided for purposes of the foregoing an "affiliate" may include, without limitation, a joint venture between Tenant and Advocate Health Care and/or another Major Competitor of Tenant in which control is shared equally; or (b) to an acquiring company in connection with a merger or consolidation or sale of all or substantially all of the assets or stock of the Tenant corporation or one of its hospitals; or (B) sublet all or a portion of the Premises (including on a timeshare arrangement designed to meet the regulatory requirements under the Stark Law (42 USC 1395nn) and regulations promulgated thereunder applicable to health organizations) to affiliates of Tenant or to physicians or the professional entities of physicians on staff at Tenant or to other doctors or healthcare providers, provided subleases to non-staff doctors and other healthcare providers are in support of Tenant's business operations at the Premises and are not entered into with the intention of circumventing the restrictions on transfer contained in this Lease. Tenant shall automatically be released from all liability first arising or accruing after the date of an assignment which is a Permitted Transfer under (A) above provided the succeeding Tenant assumes all of the obligations for which Tenant is released and has a tangible net worth computed in accordance with generally accepted accounting principles consistently applied of not less than One Hundred Million Dollars ($100,000,000.00). The Landlord's right of recapture set forth in Section 15.01 above and the Tenant's obligation to pay transfer consideration set forth in Section 15.03 shall not apply in the event of a Permitted Transfer.

ARTICLE XVI. MORTGAGEE PROTECTION

Section 16.01 **Subordination**.

Tenant agrees that this Lease is and shall be subject and subordinate to any mortgages or deeds of trust that may now or hereafter be placed upon the Shopping Center and to all renewals, replacements, extensions and modifications thereof provided such mortgagees or beneficiaries agree that they will not disturb Tenant's possession or rights under this Lease so long as Tenant is not in default hereunder pursuant to such mortgagees' or beneficiaries' form of subordination and nondisturbance agreement. At the election of such mortgagee or trustee, this Lease shall be a prior lien to the mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust.

Section 16.02 **Attornment**.

In the event of a foreclosure or a conveyance in lieu of foreclosure of any mortgage or deed of trust, Tenant shall attorn to the purchaser at the foreclosure sale or the grantee under the deed in lieu of foreclosure, and recognize such purchaser or grantee as the new Landlord under this Lease. While these provisions are intended to be self-executing, Tenant shall, upon the request of

Landlord, execute such additional instruments as may be requested by Landlord or the purchaser at the foreclosure sale or grantee under the deed in lieu of foreclosure to carry out the intent of Sections 16.01 and 16.02 provided such agreement includes a non-disturbance agreement and is otherwise in a form reasonably acceptable to Tenant. In the event the Premises are encumbered as of Lease execution by a mortgage or ground lease, Tenant's obligations hereunder shall be conditioned upon Landlord providing Tenant with an commercially acceptable subordination and non-disturbance agreement. In addition, concurrently with the execution and delivery of this Lease, Tenant shall execute and deliver a commercially reasonable subordination, non-disturbance, and attornment agreement in the form required by the holder of the current mortgage or deed of trust on the Shopping Center and reasonably acceptable to Tenant.

Section 16.03 **Mortgagee's Right to Cure**.

If all or any portion of the Premises is at any time subject to a mortgage or a deed of trust and Tenant has been given written notice of such mortgage or deed of trust and the address of the mortgagee or beneficiary under the deed of trust, or the rentals are assigned to such mortgagee or beneficiary, then Tenant shall not exercise any right or remedy with respect to any default by Landlord under this Lease without first giving written notice to such mortgagee or beneficiary, specifying the default in reasonable detail, and affording such mortgagee or beneficiary a reasonable opportunity to make performance for and on behalf of Landlord; provided that Tenant shall not be required to delay exercising any self-help or offset right specifically granted to Tenant under this Lease.

Section 16.04 **Intentionally Omitted**.

ARTICLE XVII. ESTOPPEL CERTIFICATE

Section 17.01 **Estoppel Certificate**.

Each party agrees that from time to time at the other party's request, that it will, without charge therefor, deliver to the requesting party, within ten (10) business days of request, a statement in writing certifying: (i) 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 identifying the modifications); (ii) the dates to which Rent and other charges have been paid; (iii) that to its knowledge, neither party is not in default under any provision of this Lease; (iv) that no payments other than as currently due have been made; (v) that Landlord's Work has been completed in accordance with the terms and provisions of this Lease and that Tenant has accepted the Premises and the condition thereof and to the non-requesting party's knowledge it has no claims against the other party; and (vi) such other matters as may reasonably be requested. Tenant shall provide to Landlord from time to time a certificate from any guarantor, within ten (10) business days of Landlord's request, confirming that the guarantee is unmodified and in full force and effect (or identifying the modifications) and such other matters as may be reasonably requested by Landlord. Such certificates shall provide that they may be relied upon by any prospective purchaser, mortgagee or owner of the Shopping Center or Tenant.

ARTICLE XVIII. SURRENDER OF PREMISES

Section 18.01 **Surrender of Possession**.

On the Expiration Date or upon the earlier termination of this Lease or termination of Tenant's right to possession of the Premises, Tenant shall immediately surrender possession of the Premises to Landlord, deliver all keys to the Premises to Landlord, and inform Landlord of the combination of all locks and vaults then remaining in the Premises. Tenant shall, subject to the provisions of Section 18.02, return to Landlord the Premises and all equipment and fixtures of Landlord in the Premises broom clean and otherwise in the condition in which the Premises are required to be maintained under this Lease, ordinary wear and tear, damage by fire or other insured casualty, and damage resulting from the negligence of Landlord excepted (and provided that the heating, ventilation and air conditioning system, elevators, and other mechanical systems shall be in "as is" condition as of the date of surrender), failing which Landlord may restore the Premises and such equipment and fixtures to such condition and Tenant shall, as additional Rent, pay the cost of restoration and an administrative charge of fifteen percent (15%) of the cost to Landlord on demand.

Section 18.02 **Removal of Personal Property and Improvements**.

On the Expiration Date or upon the earlier termination of this Lease or termination of Tenant's right to possession of the Premises, or within ten (10) days prior to such date, Tenant shall remove from the Premises all of Tenant's personal property that is not permanently affixed to the Premises, including without limitation, Tenant's movable trade fixtures, merchandise and signs. If Tenant fails to remove any of such property within thirty (30) days after the Expiration Date or the earlier termination of this Lease or termination of Tenant's right to possession of the Premises and Tenant's vacating the Premises, Landlord may remove and dispose of such property and Tenant shall pay the cost of such removal and an administrative charge of fifteen percent (15%) of the cost to Landlord on demand. Tenant may elect in its sole discretion, but shall not be obligated, to remove any of Tenant's Work or any improvements, alterations and additions made to the Premises nor shall Tenant be obligated to remove its telecommunication wiring and cabling. Tenant shall repair any damage to the Shopping Center caused by the removal of Tenant's property (including any Tenant's Work or any improvements, alterations and additions made to the Premises). All improvements, alterations and additions to the Premises not removed by Tenant shall, upon the surrender of the Premises, become the property of Landlord, and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice and without any obligation to compensate Tenant therefor.

Section 18.03 **Holdover by Tenant**.

Tenant shall have no right to occupy the Premises or any portion thereof after the Expiration Date or after the termination of this Lease or termination of Tenant's right to possession of the Premises. In the event Tenant or any party claiming by, through or under Tenant remains in possession of any portion of the Premises after the termination of this Lease whether by expiration of the Term or for any other cause, Landlord may exercise any and all remedies available to it at law or in equity including to recover possession of the Premises, and for damages. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in

occupancy of all or any portion of the Premises after the expiration of the Lease or after termination of the Lease or termination of Tenant's right to possession of the Premises, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to 150% the rate of Fixed Rent and 100% the rate of other charges payable by Tenant hereunder immediately prior to the expiration of the Term or other termination of the Lease or of Tenant's right to possession of the Premises. The acceptance by Landlord of any lesser sum shall be construed as a payment on account and not in satisfaction of damages for such holding over. If Tenant retains actual or constructive possession of the Premises or any portion thereof after such time, Landlord may, as an alternative remedy, elect that the possession shall be conclusively deemed to be on a month to month basis and Tenant shall pay Landlord monthly rental at a rate equal to 150% the rate of Fixed Rent and 100% the rate of other charges payable by Tenant hereunder immediately preceding the holding over, computed on a per-month basis for each month or partial month that Tenant remains in possession without apportionment for any partial month. In addition, Tenant shall pay to Landlord all direct and consequential (but not punitive) damages sustained by reason of Tenant's retention of possession of the Premises. Tenant shall pay to Landlord legal costs incurred by Landlord as a result of the holdover. In addition to the rights and remedies provided in this Section 18.03, Landlord may exercise any and all remedies available to it at law, in equity or under this Lease.

Section 18.04 **Survival**.

The obligations of Tenant under this Article XVIII shall survive the Expiration Date or earlier termination of this Lease or termination of Tenant's right to possession of the Premises.

ARTICLE XIX. DEFAULT

Section 19.01 **Events of Default**.

The occurrence of any one or more of the following events shall constitute a "Default" by Tenant under this Lease:

(a) Tenant fails to pay Rent or any other monies required to be paid by Tenant under this Lease within five (5) days after receipt of written notice of Tenant's failure to pay such amounts when due; provided that Landlord shall not be required to deliver more than one (1) such notice during any twelve (12) month period during the Term;

(b) Tenant fails to observe or perform any of the covenants contained in Article XV of this Lease with respect to assignment, subletting, or other transfers of Tenant's interest in this Lease;

(c) Tenant fails to open for business in accordance with the Permitted Use as required by Section 6.04 of this Lease;

(d) Tenant fails to observe or perform any covenant (other than those covered by the provisions of Section 19.01 (a) – (c)) under this Lease to be observed or

performed by Tenant and Tenant fails to cure such default within thirty (30) days after written notice by Landlord or its authorized agent that the default be cured (unless the default involves a hazardous condition, which shall be cured forthwith); provided, however, that if the default is not susceptible of being cured within such thirty (30) day period but Tenant gives Landlord notice of such a situation within such thirty (30) day period and Tenant promptly commences and diligently pursues a cure, the thirty (30) day cure period shall be extended for such period of time as may be reasonably necessary to cure such default as reasonably determined by Landlord and then only so long as Tenant is actively, diligently and continuously attempting to effectuate a cure and in any event cures the default within ninety (90) days after notice is given;

(e) Intentionally Omitted;

(f) Tenant or Guarantor, if any, (i) makes any assignment for the benefit of creditors, (ii) commits any act of bankruptcy, or (iii) files a petition under any bankruptcy or insolvency law; or a petition under any bankruptcy or insolvency law is filed against Tenant or Guarantor, if any, and is not dismissed within ninety (90) days after filing;

(g) A receiver or similar officer is appointed for the business, property, affairs or revenues of Tenant or Guarantor, if any; or Tenant's interest in this Lease is levied upon under execution or other process of law in any action against Tenant; or

(h) Tenant permits a mechanic's lien or claim for lien to be filed against the Shopping Center and Tenant fails to comply with the provisions of Section 10.05.

A Default by Tenant under Section 19.01(a) above on two or more occasions during any twelve (12) month period shall cause any subsequent Default under such provision during the succeeding twelve month period, at Landlord's option, to constitute an incurable Default.

Section 19.02 **Rights and Remedies of Landlord**.

(a) Upon the occurrence of a Default, Landlord may, without further notice or demand, (i) terminate this Lease and Tenant's right to possession of the Premises, (ii) terminate Tenant's right to possession of the Premises without terminating this Lease, and (iii) enforce the provisions of this Lease by an action at law or in equity for damages, specific performance, injunctive relief, or any other appropriate legal or equitable remedy. The foregoing rights and remedies shall be in addition to all other rights and remedies which Landlord may have under this Lease, at law or in equity.

(b) If Landlord terminates this Lease or terminates Tenant's right to possession of the Premises without terminating this Lease, Tenant shall surrender possession of and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with or without process of law, full and complete license so to do being

hereby granted to Landlord, and Landlord may remove all occupants and property from the Premises, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer, and without relinquishing Landlord's right to Rent or any other right given to Landlord under this Lease or at law or in equity.

(c) If Landlord terminates this Lease, Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including the termination date and all other sums payable by Tenant which may be due and owing and unpaid. Landlord shall also be entitled to recover, as liquidated damages and not as a penalty, the unamortized portion of the Construction Allowance, if any, the unamortized portion of the brokerage commission(s) paid in conjunction with this Lease, if any, plus the present value of the excess of (i) the Rent which would have been payable under this Lease from the termination date until the date that the Term of this Lease would have expired had this Lease not been terminated over (ii) the fair rental value of the Premises for said period, such present value to be calculated on the basis of a four percent (4%) per annum discount from the respective dates on which such rentals would have been payable. Landlord may also recover any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

(d) If Landlord terminates Tenant's right of possession without terminating this Lease, such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent under this Lease for the full Term. Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Rent and any other sums accruing after the date of termination of possession as they become due under this Lease.

(e) Landlord shall exercise commercially reasonable efforts to mitigate its damages and may relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including, without limitation, the right to relet the Premises for a term greater or lesser than the remainder of the Term, and the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). For purposes of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Premises that may be necessary or desirable, and Tenant shall, upon demand, pay the cost of such decorations, repairs, changes, alterations and additions and the cost of other reletting expenses, including, without limitation, brokerage commissions. If the Premises is relet, Landlord shall apply the rents from such reletting (i) to the expenses of repossession, reletting, decorations, repairs, changes, alterations and additions, (ii) to the payment of Rent payable by Tenant under this Lease and not yet paid by Tenant, and (iii) as a credit to Rent which accrued under this Lease after the date of termination of possession and which was paid by Tenant, whether paid as a result of acceleration or otherwise. If the amounts received by Landlord from the reletting, are not sufficient to satisfy the obligations set forth in clauses (i) and (ii) above, Tenant shall pay to Landlord on demand any deficiency. If the amounts

received from the reletting are in excess of the amounts set forth in clauses (i) and (ii) above, Landlord shall be entitled to retain such excess.

Section 19.03 **Landlord's Right to Cure Defaults**.

If a Default occurs, Landlord may, but shall not be obligated to, following ten (10) business days prior notice to Tenant from Landlord (except in the case of an emergency when no notice shall be necessary), cure the Default at any time without waiving or releasing Tenant from any of its obligations with respect to such Default. The cost incurred by Landlord in curing the Default, together with interest thereon at the rate set forth in Section 22.18 from the date such cost was incurred by Landlord, shall be payable by Tenant to Landlord on demand.

Section 19.04 **Waiver of Defaults**.

No waiver of any Default shall be implied from any omission by Landlord to take action on account of such Default if such Default persists or is repeated. No express consent or waiver by Landlord shall affect any breach of any covenant, condition or duty of Tenant other than that specified in the waiver or consent and then only for the time and to the extent stated in the waiver or consent.

Section 19.05 **Personal Property**.

(a) All property removed from the Premises by Landlord pursuant to this Lease or applicable law may be handled, removed or stored by Landlord at Tenant's cost and expense, and Landlord shall not be responsible for the value, preservation or safekeeping thereof. All property not removed from the Premises on or before the expiration of the Term or termination of this Lease or termination of Tenant's right to possession of the Premises or retaken from storage by Tenant within thirty (30) days after being stored by Landlord shall be conclusively deemed to have been conveyed to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

(b) Intentionally Omitted.

Section 19.06 **Cost of Enforcement**

Each party shall pay upon demand to the other, its costs, charges and expenses, including the reasonable fees of counsel, agents and others retained by the enforcing party, together with interest thereon at the rate set forth in Section 22.18 from the date such cost was incurred by the enforcing party, in enforcing its rights and the defaulting party's obligations under this Lease or incurred by the enforcing party in any litigation, negotiation or transaction in which the defaulting party causes the enforcing party, without the enforcing party's fault, to become involved or concerned

Section 19.07 **Landlord Default**.

Tenant shall be entitled to exercise any and all of its rights and remedies at law and in equity in the event of a default by Landlord in the performance of any of its obligations hereunder which is not cured within thirty (30) days after written notice thereof by Tenant to Landlord; provided however, if such default is of a nature that it cannot reasonably be cured with such thirty (30) day

period and provided Landlord commences to cure such default within thirty (30) days after receipt of notice and thereafter diligently seeks to cure such default, the thirty (30) day cure period shall be extended for such additional time as may be reasonably necessary to cure such default not to exceed ninety (90) days. If Landlord fails to cure any default in its performance that materially adversely affects Tenant's use of the Premises in accordance with the Permitted Use or creates a condition that threatens the safety of persons then, subject to all notice and cure rights of Landlord's mortgagee, Tenant shall also have the right to perform such obligations and offset the actual costs incurred in such performance against Fixed Rent next coming due under this Lease.

ARTICLE XX. INTENTIONALLY OMITTED

Section 20.01 **Intentionally Omitted**.

ARTICLE XXI. HAZARDOUS SUBSTANCES

Section 21.01 **Defined Terms**.

(a) "Claim" shall mean and include any demand, cause of action, proceeding, or suit (i) for actual damages, losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, or (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments, or Response actions (as hereinafter defined) actions, and (iii) for enforcing insurance, contribution or indemnification agreements; provided in no event shall Claims include punitive damages.

(b) "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and the Environmental Protection

Act of Illinois ("IEPA"), 415 Illinois Compiled Statutes (ILCS) 5/1 et seq., and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials (as hereinafter defined).

(c) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; any Medical Waste or substance, product or instrument (including, without limitation, needles and tubing) used, generated or resulting from or as part of a medical procedure, test or study; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA.

(d) "Manage" or "Management" shall mean to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA.

(f) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

Section 21.02 **Tenant's Obligations with Respect to Environmental Matters**.

During the Term of this Lease: (i) Tenant shall at its own cost comply with all Environmental Laws applicable to its use and occupancy of the Premises; (ii) Tenant shall not conduct or authorize the Management of any Hazardous Materials on the Premises, including installation of any underground storage tanks, but other than Medical Waste Managed by Tenant in compliance with all Environmental Laws, without prior written disclosure to and approval by the Landlord; (iii) Tenant shall not take any action that would subject the Premises to permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials; (iv) Tenant shall not dispose of Hazardous Materials in dumpsters, if any, provided by Landlord for Tenant use; (v) Tenant shall not discharge Hazardous Materials into Shopping Center drains or sewers; (vi) Tenant shall not

cause or allow the Release of any Hazardous Materials on, to or from the Shopping Center; and (vii) Tenant shall at its own cost arrange for the lawful transportation and off-site disposal of all Hazardous Materials that it generates.

Section 21.03 **Copies of Notices**.

Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or response actions in progress, and other written communications, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency, or other federal, state or local agency or authority, or any other entity or individual, concerning (i) any Release of a Hazardous Material on, to or from the Premises; (ii) the imposition of any lien on the Premises; or (iii) any alleged violation of or responsibility under Environmental Laws. Landlord and Landlord's representatives shall have the right to enter the Premises and conduct appropriate inspections or tests in order to determine Tenant's compliance with Environmental Laws.

Section 21.04 **Tests and Reports**.

Upon written request by Landlord, Tenant shall provide Landlord with the results of any reports and tests conducted by or on behalf of Tenant, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other applicable documents to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.

Section 21.05 **Tenant's Obligation to Respond**.

If Tenant's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any of the Environmental Laws or (ii) causes a significant public health risk or (iii) causes a nuisance, Tenant shall promptly take all applicable action in Response.

Section 21.06 **Indemnification**

Tenant shall indemnify, defend and hold harmless Landlord, the Indemnified Parties and Landlord's mortgagees, if any, from all Claims arising from or attributable to any breach by Tenant of any of its warranties, representations, or covenants in this Article XXI. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

Section 21.07 **Pre-Existing Hazardous Materials.**

It is specifically agreed and understood that Tenant's liability and/or responsibility with respect to Hazardous Materials is limited to those substances that were introduced by Tenant, its agents, employees, or contractors and not to substances that were present prior to the Delivery Date or were introduced by others, including Landlord, its agents, employees, or contractors. Landlord shall be responsible for any remediation required in connection with any Hazardous Materials (including asbestos) located at the Premises prior to the Delivery Date. Landlord shall not, and shall not direct or knowingly suffer or permit any of its agents, contractors or employees to, at any

time handle, use, manufacture, store or dispose of any Hazardous Materials in or about the Premises or Shopping Center, except in accordance with all Environmental Laws. Landlord shall indemnify, defend, and hold harmless Tenant and the Tenant Indemnified Parties from all Claims arising from or attributable to Hazardous Materials within the Premises existing prior to the Delivery Date or introduced into or onto the Premises or the Shopping Center by Landlord, its agents, employees or contractors. Landlord's obligations hereunder shall survive the termination or expiration of this Lease.

ARTICLE XXII. MISCELLANEOUS

Section 22.01 **Notices**.

All notices or demands required or desired to be given by either party to the other with respect to this Lease or the Premises shall be in writing, shall be addressed as provided below, and shall be (i) delivered personally, in which case the notice or demand shall be deemed given and served upon receipt or refusal, (ii) sent by a nationally recognized overnight courier service, prepaid or billed to sender, in which case the notice or demand shall be deemed given and served one (1) business day after deposit with the courier service for guaranteed next business day delivery, or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, in which case the notice or demand shall be deemed given and served two (2) business days after the date that such notice is deposited in the mails provided that such party has a receipt to prove such item was deposited in the mails postage prepaid on such date. Notices or demands from Tenant to Landlord shall be addressed to Landlord at Landlord's Notice Addresses set forth in Section 1.03. Notices or demands from Landlord to Tenant shall be addressed to Tenant at Tenant's Notice Addresses set forth in Section 1.07. Either party may change its addresses for receipt of notices by giving notice of such change to the other party in accordance with the provisions of this Section 22.01. Any notice, request, consent, approval, communication or demand from Landlord may also be given by Managing Agent, or in the case of Tenant, by Tenant's property manager, and such notice, request, consent, approval, communication or demand shall be considered as if it were given by the party giving notice, with the same force and effect.

Section 22.02 **Brokerage**.

Each of Landlord and Tenant represents and warrants to the other that it has not dealt with any broker or agent in connection with this Lease other than the Broker identified in Section 1.25, and no other broker or agent is entitled to any commission in connection with this Lease as a result of its actions. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liability, cost or expense, including attorneys' fees, in connection with all claims of any other broker or agent claiming by or through Tenant in connection with this Lease. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all liability, cost or expense including attorneys' fees in connection with all claims of any broker or agent claiming by or through Landlord in connection with this Lease.

Section 22.03 **Relationship of the Parties**.

Nothing contained in this Lease shall create any relationship between Landlord and Tenant other than that of landlord and tenant, and it is acknowledged and agreed that Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

Section 22.04 **Applicable Law**.

The laws of the State of Illinois shall govern the validity, performance, construction and enforcement of this Lease.

Section 22.05 **Interpretation**.

The headings of the several articles and sections contained in this Lease and the Table of Contents are for convenience only and do not define, limit or construe the contents of such articles or sections. Whenever appropriate in this Lease, the singular shall be construed to mean plural, and vice versa, and the necessary grammatical changes required to make the provisions of this Lease apply either to corporations, limited liability companies, partnerships or individuals, or men or women, shall in all cases be assumed as though in each case fully expressed. If this Lease is executed by more than one person or entity, the obligations of such persons or entities under this Lease shall be joint and several.

Section 22.06 **Entire Agreement; Counterparts**.

This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter of this Lease. Tenant has not relied on any statement, representation, agreement or warranty except those that are expressly set forth in this Lease. All exhibits attached to this Lease (which may contain additional provisions that are a part of this Lease) are hereby made a part of this Lease as though inserted in this Lease in their entirety. This Lease may be signed in any number of counterparts, and all such counterparts shall constitute one and the same instrument. The signature of a party to any counterpart may be removed and attached to any other counterpart.

Section 22.07 **Severability**.

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

Section 22.08 **Amendment**.

No amendment, modification, or supplement to this Lease shall be valid or binding unless set out in writing and executed by Landlord and Tenant.

Section 22.09 **Force Majeure**.

Whenever a period of time is provided in this Lease for a party to do or perform any act or thing, such party shall not be liable or responsible for any delays due to strikes, lockouts, actions of labor unions, casualties, condemnation, acts of God, fire, acts of the elements, war, riot, inability to procure or a general shortage of labor, equipment, materials or supplies in the open market, failure of transportation, court orders, laws or governmental regulation or control or other causes beyond the reasonable control of such party ("Force Majeure") and in any such event said time period shall be extended for the amount of time such party is so delayed. In no event shall lack of money be grounds for force majeure.

Section 22.10 **Execution of Lease by Landlord**.

The submission of this document for examination and negotiation shall not constitute an offer to lease, or a reservation of or option for the Premises and this document shall become effective and binding only upon execution and delivery by Landlord and by Tenant. By executing this Lease and delivering this Lease to Landlord, Tenant shall be deemed to have made an offer to lease on the terms and conditions of this Lease, which offer shall be irrevocable for a period of thirty (30) days after the date of Landlord's receipt of this Lease.

Section 22.11 **Binding Effect of Lease**.

Except as otherwise provided in this Lease, the covenants, terms and conditions of this Lease shall apply to, be binding on, and inure to the benefit of Landlord and Tenant and their respective personal representatives, heirs, successors and assigns.

Section 22.12 **Sale of Shopping Center by Landlord**.

In the event the original Landlord or any successor owner of the Shopping Center, shall sell or convey the Shopping Center or assign its interest in this Lease, all liabilities and obligations on the part of the original Landlord or the successor owner under this Lease which accrue after the effective date of such sale, conveyance or assignment shall terminate, and all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to each such new owner.

Section 22.13 **Agent or Independent Contractor**.

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

Section 22.14 **Consent by Landlord**.

Tenant's sole remedy if Landlord withholds or delays consent or approval when such approval or consent may not be arbitrarily or unreasonably withheld or delayed, as the case may be, shall be an action for specific performance or declaratory judgment, and Landlord shall not be liable for damages.

Section 22.15 **No Accord**.

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or amount of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due or to pursue any other remedy provided in this Lease, at law or in equity. In the event that Tenant submits a payment which is less than the total amount of Rent due, Landlord may apply such payment towards the various components of Rent in any manner Landlord may elect, notwithstanding any specifications by Tenant to the contrary.

Section 22.16 **Landlord's Title**.

Tenant shall not perform any act or permit any action to be taken which shall in any way encumber Landlord's title to the Premises and the Shopping Center, nor shall the interest or estate of Landlord in the Premises or the Shopping Center be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to or lien upon the Premises or the Shopping Center arising from any act or omission of Tenant or its contractors shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises and the Shopping Center.

Section 22.17 **Financial Statements**.

Upon the request of Landlord, Tenant shall promptly furnish Landlord, from time to time, financial statements reflecting Tenant's current financial condition, provided that Landlord shall not request Tenant to furnish such statements more than once per year.

Section 22.18 **Interest on Late Payment**.

All amounts under this Lease which are not received by the party to whom such amount is due shall bear interest from the due date until the date paid at the rate of twelve percent (12%) per annum or at the maximum legal rate of interest, whichever is lower. Notwithstanding the foregoing, such interest shall not be charged during the five (5) business days after the non-defaulting party delivers written notice of such delinquency to the defaulting party with respect to the first (1st) occurrence (but not any subsequent occurrences) during any 12-month period that a defaulting party fails to make payment within five (5) business days of the due date.

Section 22.19 **Trial by Jury**.

Tenant agrees, to the extent permitted by law, to waive trial by jury in any action, proceeding or counterclaim on any matter whatsoever arising out of or in any way connected to this Lease. Landlord and Tenant agree that the proper venue for all legal and equitable actions which may be brought by Landlord or Tenant in connection with this Lease is the Circuit Court of the County in which the Shopping Center is located or the United States District Court for the Northern District of Illinois and that Landlord and Tenant are subject to the jurisdiction of such courts.

Section 22.20 **Authorization**.

If Tenant is a corporation, limited liability company or partnership, Tenant hereby represents and warrants that Tenant is a duly qualified corporation, limited liability company or partnership authorized and qualified to do business in the State of Illinois, that such corporation, limited liability company or partnership has the power and authority to enter into this Lease and perform all of its obligations under this Lease, and that the individual executing the Lease is authorized to execute and deliver this Lease on behalf of Tenant, all necessary corporate, limited liability company or partnership action having been taken.

Section 22.21 **Guaranty**.

Tenant shall ensure that each Guarantor, if any, will guarantee the performance of Tenant's covenants hereunder and will simultaneously with the execution of this Lease execute and deliver to Landlord a guarantee in Landlord's standard form.

Section 22.22 **Exclusive**.

Provided and only so long as no monetary Default has occurred and is continuing, and only until such time as a Go Dark Event occurs pursuant to Section 6.04, Landlord shall not (i) enter into a lease with another tenant, or (ii) to the extent that Landlord may withhold consent in its sole discretion, consent to any sublease or occupancy agreement, or (iii) to the extent that Landlord may withhold consent in its sole discretion, otherwise consent to the use of space in the Shopping Center pursuant to which the permitted use of such tenant, subtenant or occupant is the operation of a Medical Office Use as defined in Section 1.22 (the "Exclusive Use"). Landlord shall be responsible, at Landlord's sole expense, for enforcing compliance with Tenant's Exclusive Use covenant against all parties occupying space within the Shopping Center and any portion of the CPS Parcel for which CPS Parcel Control has occurred. The provisions of this Section 22.22 shall not apply (i) to any tenant, its successor, assign or replacement who has the right, under its lease in existence as of the date of this Lease, to violate the forgoing restriction without Landlord's prior consent, provided that Landlord agrees not to modify said tenant's lease or voluntarily give any consent to allow it to violate the forgoing restriction if that tenant's lease does not allow same as of the date hereof, (ii) to the CPS Parcel unless and until such time as such parcel (or any portion thereof) is owned, leased or otherwise controlled (through contractual agreement or otherwise) directly or indirectly by Landlord, Developer or any of their affiliates ("CPS Parcel Control") at which point the provisions of this Section 22.22 shall apply to the CPS Parcel (or the relevant portion thereof as to which Landlord has CPS Parcel Control) from and after the date of such acquisition of control, (iii) the operation by any tenant or occupant of any portion of the Shopping Center for a medical practice including the provision of examination, diagnostic, and treatment services to any person (including the sale of supplies and medications) in the following disciplines: (1) ophthalmology, optometry, and matters related to eyes; (2) dentistry, periodontics, orthodontics, oral surgery, and matters related to teeth; (3) chiropractic; (4) podiatry; and (5) psychiatry and psychology; (iv) the operation of a pharmacy or drug store; or (v) a violation caused by reason of any act or decision of a bankruptcy court, provided that Landlord shall use good faith efforts to oppose any bankruptcy action that could result in a violation of the foregoing restriction, and to the extent permitted by applicable law, Tenant shall also have the right to oppose any such action independently or jointly with Landlord. If a Go Dark Event arises under Section 6.04, then

whether or not Landlord exercises any termination right pursuant to Section 6.04, Landlord shall have the right to terminate Tenant's Exclusive Use upon thirty (30) days prior written notice to Tenant, in which event, if Tenant does not reopen for business in accordance with the Permitted Use as required by Section 6.04 within such thirty (30) day notice period, Tenant's Exclusive Use shall terminate. In the event Landlord fails to perform its covenants contained in this Section 22.22 and fails to cure such failure within thirty (30) days after notice from Tenant, such event shall be a Default by Landlord entitling Tenant to immediately exercise all of its rights and remedies hereunder including, without limitation, the right to demand specific performance of such covenants or an injunction to prohibit such activity.

Section 22.23 **Competitors**. Notwithstanding anything herein to the contrary, so long as this Lease is in effect and has not been assigned by Tenant to any party other than pursuant to a Permitted Transfer, neither Landlord, Developer nor any of their affiliates shall, without Tenant's prior written consent, enter into or consent to any lease, sublease or other use or occupancy agreement for space in the Shopping Center (which shall include the CPS Parcel upon the occurrence of CPS Parcel Control) with any of the following for a Medical Office Use: (i) Northwestern Memorial Hospital; (ii) Ascension Healthcare; or (iii) Advocate Health Care or any successor to substantially all of the business or assets of any one of them.

Section 22.24 **Regulatory Reporting and Inspection Compliance.**

Landlord acknowledges that Tenant is a healthcare provider and is subject to certain regulatory requirements applicable to healthcare providers including certain reporting, disclosure and inspection requirements applicable to Tenant's offices and the Premises and Building in which Tenant conducts its operations. Landlord agrees to use commercially reasonable efforts to cooperate with Tenant in connection with Tenant's compliance with such requirements relating to the Premises and to provide Tenant, promptly upon Tenant's request, with such existing information and documentation within Landlord's possession or control regarding the Premises and Building so as to enable Tenant to comply with such requirements and regulations under applicable laws; provided such cooperation and documentation does not result in additional cost to Landlord unless reimbursed by Tenant and also provided that Landlord shall not be obligated to provide any confidential information or documentation. In addition, in no event shall Landlord be required to make any changes or improvements to the Building (including the Premises) or the Shopping Center related to any such regulatory requirements.

Section 22.25 **Exculpation**.

It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings, agreements, indemnities and warranties contained in this Lease shall be construed as creating any liability whatsoever against Landlord, its members, partners, Managing Agent, or their respective successors and assigns personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, undertaking, agreement, indemnity, or warranty, either express or implied, contained in this Lease, or to keep, preserve or sequester any property of Landlord, and that all personal liability of Landlord, its members, partners, or Managing Agent of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security under this Lease; and that so far as Landlord, its members, partners, Managing Agent or

any successor or assign of the foregoing are concerned, the owner of any indebtedness or liability accruing under this Lease shall look solely to Landlord's interest in the Premises, as the same is from time to time encumbered, for the payment thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date specified in Section 1.08 of the Lease.

LANDLORD:

EDENS PLAZA LLC,
a Delaware limited liability company

By: Edens Center Associates, an Illinois general partnership

By: JJF-Edens Limited Partnership, an Illinois limited partnership, general partner

By: Edens Properties, Inc., an Illinois corporation, general partner

By: _____
William Barry
President

By: Antonia-Edens Limited Partnership, an Illinois limited partnership, general partner

By: Antonia Holdings I, Inc., general partner

By: _____
Louis J. Garr, Jr.
President

TENANT:

NORTHSHORE UNIVERSITY HEALTHSYSTEM,
an Illinois not-for-profit corporation

By: _____
Name: Gary E. Weiss
Title: Treasurer

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date specified in Section 1.08 of the Lease.

LANDLORD:

EDENS PLAZA LLC,
a Delaware limited liability company

By: Edens Center Associates, an Illinois general partnership

By: JJF-Edens Limited Partnership, an Illinois limited partnership, general partner

By: Edens Properties, Inc., an Illinois corporation, general partner

By: _____
William Barry
President

By: Antonia-Edens Limited Partnership, an Illinois limited partnership, general partner

By: Antonia Holdings I, Inc., general partner

By: _____
Louis J. Garr, Jr.
President

TENANT:

NORTHSHORE UNIVERSITY HEALTHSYSTEM,
an Illinois not-for-profit corporation

By: _____
Name: Gary E. Weiss
Title: Treasurer

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date specified in Section 1.08 of the Lease.

LANDLORD:

EDENS PLAZA LLC,
a Delaware limited liability company

By: Edens Center Associates, an Illinois general partnership

By: JJF-Edens Limited Partnership, an Illinois limited partnership, general partner

By: Edens Properties, Inc., an Illinois corporation, general partner

By: _____
William Barry
President

By: Antonia-Edens Limited Partnership, an Illinois limited partnership, general partner

By: Antonia Holdings I, Inc., general partner

By: _____
Louis J. Garr, Jr.
President

TENANT:

NORTHSHORE UNIVERSITY HEALTHSYSTEM,
an Illinois not-for-profit corporation

By: _____
Name: Gary E. Weiss
Title: Treasurer