

OFFICE LEASE
BETWEEN

3400 MANAGEMENT, LLC,
FOR AND IN BEHALF OF LEVIN 3400 LLC, ET AL AS LANDLORD
AND

SAMPLE LLC
An Illinois Limited Liability Company

Table of Contents

- BASIC TERMS.....
3
ARTICLE I. QUIET ENJOYMENT 5

ARTICLE II. GRANT, DELIVERY AND TERM	5
ARTICLE III. HOLDING OVER	6
ARTICLE IV. SECURITY DEPOSIT	6
ARTICLE V. RENT	7
ARTICLE VI. UTILITIES AND SERVICES	7
ARTICLE VII. USE, MAINTENANCE AND COMPLIANCE WITH LAWS	8
ARTICLE VIII. COMMON AREAS	11
ARTICLE IX. TENANT’S FIXTURES, ALTERATIONS, AND LIENS	12
ARTICLE X. SERVICE AND MAINTENANCE BY LANDLORD AND RESERVATIONS	13
ARTICLE XI. LANDLORD’S RIGHTS	16
ARTICLE XII. LANDLORD’S INABILITY TO PERFORM	17
ARTICLE XIII. INSURANCE/INDEMNIFICATION	17
ARTICLE XIV. DAMAGE OR DESTRUCTION	22
ARTICLE XV. ASSIGNMENT AND SUBLETTING	23
ARTICLE XVI. ASSIGNMENT BY LANDLORD	24
ARTICLE XVII. MORTGAGE AND TRANSFER	24
ARTICLE XVIII. EMINENT DOMAIN	25
ARTICLE XIX. DEFAULT AND REMEDIES	25
ARTICLE XX. MISCELLANEOUS	28

OFFICE LEASE

THIS LEASE, made as of _____ by and between 3400 Management, LLC, for and in behalf of LEVIN 3400 LLC, ET AL AS LANDLORD Hereinafter called “Landlord” and SAMPLE LLC, An Illinois Limited Liability Company, hereinafter called “Tenant”;

BASIC TERMS

1.01 Basic Terms:

- A. Landlord’s Address: 3400 Management, LLC
3400 Dundee Road, Suite 310

Northbrook, IL 60062

Payments under this lease should be made payable to: 3400 Management, LLC, at the address noted above or such other address as may from time to time as designated by Landlord in writing.

- B. Tenant's Billing Address:
SAMPLE LLC, An Illinois Limited Liability Company
3400 Dundee Road, Suite
Northbrook, IL 60062

or such other address as may from time to time as designated by Tenant in writing.

- C. Tenant and Unit Address of Tenant Under Lease:
SAMPLE LLC, An Illinois Limited Liability Company
3400 Dundee Road, SUITE XXX
Northbrook, IL 60062

- D. Premises:
The space in the Building noted on EXHIBIT A LEASED PREMISES attached hereto and currently known as SUITE XXX(1,611 rentable square feet).

- E. Rent:
All sums, monies or payments required to be paid by Tenant to Landlord pursuant to this Lease which shall Two Hundred Twenty Four Thousand Two Hundred Ninety Six and Thirty Nine Cents in Base Rent payments.

- F. Base Rent Payments per Table:

From Date	Date To	Monthly Base Rent	Rentable Square Footage	Price per Foot	Annual Rent
4/1/2023	3/31/2024	\$3,520.60	1611	\$ 26.22	\$42,247.25
4/1/2024	3/31/2025	\$3,626.22	1611	\$27.01	\$43,514.67
4/1/2025	3/31/2026	\$3,735.01	1611	\$27.82	\$44,820.11
4/1/2026	3/31/2027	\$3,847.06	1611	\$28.66	\$46,164.71
4/1/2027	3/31/2028	\$3,962.47	1611	\$29.52	\$47,549.65

			total lease	\$224,296.39
--	--	--	-------------	--------------

H. Tenant's Proportionate Share: Percentage of Rentable Area of Premises to Percentage of Rentable Area of Building: 2.12% (1,611 / 75,816). Tenant's Proportionate Share shall be modified from time to time in the event the final design of the building is hereafter modified such that the Rentable Area of the Premises or the Rentable Area of the Building, or both, differs from the square footage set forth herein. In such event, the Landlord shall recalculate Tenant's Proportionate Share based upon such modification or change for the balance of such Lease Year and the remainder of the Term and shall notify tenant of such recomputed Tenant's Proportionate Share.

I. Building:

The Building in which the Premises is located, the common address of which is 3400 Dundee Road, Northbrook, IL 60062 together with the land, and any parking areas, walkways, landscaped areas and other improvements appurtenant thereto. The legal description of the parcel on which the Building is situated is attached hereto as EXHIBIT B
LEGAL DESCRIPTION

J. Escalation. For the twelve-month period commencing April 1, 2024 and at the commencement of each new twelve month period thereafter the base rent shall increase at a rate Three (3) percent. In no event shall the Annual Base Rental be reduced or decreased in any manner whatsoever. This is the calculation used to determine the paragraph 1.01 F

K. Commencement Date: 04/01/2023

L. Base Year: 2023

M. Lease Term: The period of time commencing on the Commencement Date and expiring March 31, 2028

N. Security Deposit: Tenant shall maintain a security deposit with Landlord in the amount of \$3500.00

- O.** Permitted Uses: General offices for Tenant, for purpose of providing various services.
- P.** Broker(s): There shall be a commission paid with respect to this Lease. The contract with the broker is a separate contract.
- Q.** Parking Spaces:. Tenant shall be entitled to two reserved parking spaces to be assigned by landlord.
- R.** Exhibits:

EXHIBIT A LEASED PREMISES
EXHIBIT B LEGAL DESCRIPTION
EXHIBIT C RULES AND REGULATIONS
EXHIBIT D CONSTRUCTION RIDER
EXHIBIT E PERSONAL GUARANTEE

1.02 Effect of Reference to Basic Terms: Each reference in this Lease to any of the Basic Terms contained in Paragraph 1.01 shall be construed to incorporate into such reference all of the definitions set forth in Paragraph 1.01.

Article I. QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rents herein provided and keeping, provided and keeping, performing and observing the covenants, agreements and conditions herein required of Tenant, shall peaceably and quietly hold and enjoy the Premises for the Lease Term subject to the terms of this Lease and encumbrances, easements, rights, covenants, conditions and restrictions of record.

Article II. GRANT, DELIVERY AND TERM

Section 2.01 Grant of Premises:

In consideration of the rents, covenants, agreements and conditions hereinafter provided to be paid, kept, performed and observed, Landlord leases to Tenant and Tenant hereby hires from Landlord the Premises described in Section 1.01 (D).

Section 2.02 Conditions of Grant:

Tenant shall have and hold the Premises for and during the Lease Term described in Section 1.01 (J), subject to the payment of the Rent and to the full and timely performance by Tenant of the covenants and conditions hereinafter set forth.

Section 2.03 Delivery and Acceptance of Premises:

Unless Tenant furnishes Landlord with a notice in writing specifying any defects in the Premises, excluding latent defects, within fifteen (15) days after the Commencement Date, whichever is later, it shall be conclusively determined that as of the Commencement Date the Premises were in good order and satisfactory condition. Tenant's obligation to pay Rent will commence on the Commencement Date.

Article III. HOLDING OVER

Section 3.01 Surrender:

Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall forthwith surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted.

Section 3.02 Holdover Penalty:

In the event that Tenant shall not immediately surrender the Premises on the Expiration Date or the earlier termination of the Lease as provided herein, Tenant shall, by virtue of the provisions hereof, become a Tenant only by the month at One and One Half Times the Rent in effect during the last month of the term of this Lease, which said monthly tenancy shall commence with the first day next after the expiration of the term of this Lease. In addition, Tenant shall also pay all consequential and actual damages sustained by Landlord on account of such holding over. Nevertheless, the provisions of this clause shall not be held as a waiver by Landlord of any right of re-entry, as hereinafter set forth, nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still expired, for a breach of any of the covenants herein.

Article IV. SECURITY DEPOSIT

Tenant herewith deposits with Landlord the sum set forth in Section 1.01(K) as security for the performance by Tenant of every covenant and condition of this Lease. Said deposit may be commingled with other funds

of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, Landlord may apply the whole or any part of such security deposit to the payment of any sum in default or any sum that Landlord may be required to spend by reason of Tenant's default. This includes, but is not limited to, applying the security deposit first to any restoration and/or cleanup costs necessary over and above normal wear and tear of the vacated space. Landlord shall notify Tenant, in writing of its intent to allocate security deposit funds and shall provide Tenant with at least 10 business days to cure, prior to the disbursement of funds. ; the money so deposited shall remain with Landlord as security for the faithful performance of this lease, until the term herein expires or is reduced by the term of the lease, and Tenant has vacated the premises, and is entitled to a refund of said deposit by having faithfully performed all the covenants of this lease. It is understood that the security deposit is not to be considered as the last month's rent under the Lease.

Article V. RENT

Section 5.01 Base Rent:

Tenant covenants to pay without notice, deduction, set-off or abatement to Landlord the "Base Rent" specified in Section 1.01(E), Section 1.01(F), and Section 1.01(G) in lawful money of the United States in consecutive monthly installments in advance commencing on the first day of the first month and each month thereafter during the Lease Term. Base Rent and Additional Rent defined below shall collectively be referred to as "Rent". Rent shall be payable to Landlord at Landlord's address shown at Section 1.01(A) above or such other place as Landlord may designate from time to time in writing.

Section 5.02 Late Charge:

Tenant's failure to make any monetary payment required of Tenant hereunder within ten (10) days of the due date therefore shall result in the imposition of a late charge for such late payment in the amount of ten percent (10%) per month of the gross monthly rent from the date due until paid.

Article VI. UTILITIES AND SERVICES

Subject to the provisions of, EXHIBIT C RULES AND REGULATIONS 22, during normal business hours, Landlord shall furnish the Premises with electricity for common area lighting, heat, air conditioning and elevator service. Tenant shall pay for the separately metered electricity for the Premises and for all phone service installation

and utilization costs. Landlord shall not be liable for any loss, injury or damage to property caused by or resulting from any variation, interruption, or failure of such utility services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure for such services incident to the making of repairs, alterations, or improvements, or due to accident, strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any Tenant's obligations hereunder.

Article VII. USE, MAINTENANCE AND COMPLIANCE WITH LAWS

Section 7.01 General Use:

The Premises hereby leased shall be used by and/or at the sufferance of Tenant only for the purposes set forth in Section 1.01(L) and for no other purposes. Tenant shall, at Tenant's expense, promptly comply with the Rules and Regulations set out in EXHIBIT C RULES AND REGULATIONS and all other applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the terms or any part of the term hereof regulating the use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or will tend to unreasonably disturb other tenants in the Building. Landlord may hereafter promulgate additional reasonable regulations regarding the Building and Common.

Section 7.02 Maintenance and Repair by Tenant:

Tenant shall be responsible for: all maintenance and repair to the Premises of whatsoever kind of nature that is not hereinafter set forth specifically as the obligation of Landlord. Tenant shall take good care of the Premises and fixtures and keep them in good repair and free from filth, overloading, danger of fire or any pest or nuisance, and repair any damage or breakage done by Tenant or Tenant's agents, employees or invitees, including damage done to the Building by Tenant's equipment or installations. At the end of the term of this Lease or any renewal hereof, Tenant shall quit and surrender the Premises broom clean and in as good condition as when received by Tenant, normal wear and tear excepted. In the event Tenant fails to maintain the Premises as provided for herein Landlord shall have the right, but not the obligation, to perform such maintenance as is required of Tenant in which event Tenant shall promptly reimburse Landlord for its costs in providing such maintenance or repairs together with a ten percent (10%) charge for Landlord's overhead. The servicing of the heating, air conditioning and ventilation will be included in the "Common Area Maintenance"

Section 7.03 Compliance with Laws:

Tenant covenants throughout the Lease Term, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the municipal governments and appropriate departments, commissions, boards, and officers thereof, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same require structural repairs or alterations, which may be applicable to the Premises, or the use or manner of use of the Premises. After the Term of the Lease has begun, Tenant will reimburse Landlord for all expenditures made by Landlord that are required by municipal, state or other government due to the type or extent of Tenant's use of the Premises. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Premises and the equipment thereof.

Section 7.04 Signs:

Tenant shall be permitted to place signs of similar size, location, and nature, as that maintained by previous and or other current tenants of the Building. Tenant shall not put upon nor permit to be put upon any part of the Premises or the Building, any other signs, billboards or advertisements whatever in any location or any form without the prior written consent of Landlord. Signage must be allowable by local municipality ordinances and codes. One building standard lobby listing and one building standard Suite sign provided at landlord's expense.

Section 7.05 Hazardous Materials:

No Hazardous Materials shall be stored on the Premises without written approval from Landlord, and no Hazardous Materials shall be disposed of on the Premises. For purposes of this , "Hazardous Materials" means and includes any substance which is within the definition of "hazardous substance" under 42 U.S.C. par. 6901(14), any "pollutant or contaminant" as those terms are defined in 42 U.S.C. par. 9601(33), and crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under 42 U.S.C. par. 9601(14), or any other state, or local statute, ordinance, regulation, order or decree (collectively "Laws") regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

Section 7.06 Indemnification/Hazardous Materials:

Tenant shall be solely responsible for and shall indemnify, defend and hold Landlord and its subsidiaries, directors, officers, employees, servants and agents (collectively "Agents") harmless from any and all claims, judgments, losses, demands, causes of action, proceedings or

hearings relating to the storage, placement or use of Hazardous Materials (hereinafter collectively referred to as "Claims") by Tenant, its Agents or Claims resulting from the contamination of the Premises, the Building, subterranean water beneath, adjoining, or in the vicinity of the Premises. Tenant shall reimburse Landlord for:

- A. losses in or reductions to rental income resulting from Tenant's use, storage and disposal of Hazardous Materials; and
- B. all costs of refitting or other alterations to the Premises necessitated by Tenant's use, storage, or disposal of Hazardous Materials. Tenant agrees to defend all such Claims on behalf of Landlord with counsel acceptable to Landlord, and to pay all fees, costs, damages or expenses relating to or arising out of any such Claim including attorney's fees and costs. Tenant shall further agree to be solely responsible for and shall indemnify, defend and hold Landlord and its Agents harmless from and against all Claims, including reasonable attorney's fees and costs, arising out of or in connection with any removal, clean up or restoration work which is required by any government agency having jurisdiction and which arises from Tenant's storage, use or disposal of Hazardous Materials on the Premises during its occupancy of the Premises.

Section 7.07 Testing for Hazardous Materials:

- A. From time to time during the Term of the Lease or any extension thereof and not more than ninety (90) days after the expiration or earlier termination of this Lease, including any extension thereto, Landlord may, in its sole discretion conduct tests of the Premises to determine the presence of Hazardous Materials outside of areas maintained in a commercially reasonable manner which are designated for the storage provided to Tenant at Tenant's request. The existence of such right shall not be construed to impose a duty upon Landlord to conduct such testing except in its absolute discretion. In the event such tests indicate the presence of Hazardous Materials due to the activities of Tenant, and Tenant's confirming tests reach the same conclusion, Tenant shall, in addition to its other obligations hereunder, reimburse Landlord for the cost of such test or tests and shall immediately commence procedures to remove such Hazardous Materials from the Premises. Tenant's reimbursement to Landlord of its tests shall not constitute a final acceptance of the tests by Tenant or a waiver by Tenant to contest the results of the tests.
- B. Notwithstanding anything herein to the contrary, Tenant shall have no obligation to clean up, to comply with any Law regarding, or to

reimburse, release, indemnify, or defend Landlord with respect to any Hazardous Materials which Tenant or its agent did not store, use, dispose of or transport in or on the Premises. This shall survive the expiration or sooner termination of this Lease.

Section 7.08 Current Condition:

As of the date of this Lease Agreement Landlord hereby represents that it has no knowledge of any condition at the Building that would violate any current local, state or federal law regarding the storage or disposition of Hazardous Materials.

Article VIII. COMMON AREAS

Section 8.01 Definition:

The term "Common Areas" means all the areas and facilities of the Building not intended for renting and, instead, designed for the common use and benefit of Landlord and all or substantially all of the tenants, their employees, agents, customers and invitees and which shall be operated and maintained by Landlord. The Common Areas include, but not by way of limitation, the roof, interior hallways, elevators, common restrooms, cafeteria or vending room facilities if any, exterior walls, all parking lots, truck courts, landscaped and vacant areas, driveways, walks and curbs with facilities appurtenant to each as such areas may exist from time to time. Landlord hereby grants to Tenant the non-exclusive revocable use of the Common Areas (except the roof) by Tenant, Tenant's employees, agents, customers and invitees, which use shall be subject all times to such reasonable, uniform and non-discriminatory rules and regulations as may from time to time be established by Landlord.

Section 8.02 Outside Storage and Parking:

Tenant shall not use any part of the Building exterior to the Premises for outside storage. No trash, crates, pallets or refuse shall be permitted anywhere outside the Building by Tenant except in enclosed metal containers to be located as directed by Landlord. Any citations received due to overflowing garbage, containers left open or any improper use of containers will be passed on to the responsible party, if known. If responsible party is unknown, costs will be included with the operating expenses. Except, as hereinabove set forth, Tenant shall not park or permit parking of vehicles overnight anywhere about the Building's parking areas without the prior consent of Landlord. The foregoing sentence shall not apply if tenant personnel are present in the building.

Section 8.03 Security:

A keypad intercom system is available on a 24 hour per day basis. Tenant is responsible for the maintenance and costs of a security system for their space, should Tenant elect to have such a security system. Landlord has the right to place current system with a similar system in functionality.

Article IX. TENANT'S FIXTURES, ALTERATIONS, AND LIENS

Section 9.01 Tenant's Fixtures:

Tenant at Tenant's sole expense, may install in or affix to the Premises necessary trade fixtures, personal property, equipment and furniture, provided that such items are installed and are removable without structural damage to the Building, and that such items do not exceed the weight bearing capacity of the Premises, or place any unusual demands on the utility services to the Premises. Prior to the installation of such trade fixtures Tenant will provide Landlord plans for their installation. Landlord may require that Tenant provide data regarding the weight and operating characteristics of such trade fixtures, and may deny approval for such trade fixtures if Landlord acting reasonably determines that such trade fixtures will exceed Building capacities.

Section 9.02 Leasehold Improvements:

Except as noted in Section 10.01 Tenant shall not make any alterations, improvements, or additions ("Leasehold Improvements") to the Premises without the prior written consent and approval of plans therefore by Landlord that shall not be unreasonably withheld. Prior to Landlord's final approval of any such Leasehold Improvements, Tenant must provide Landlord for review and approval, acceptable construction plans, the construction agreement between Tenant and a reputable contractor, satisfactory evidence including certificates of insurance that all contractors will be properly insured, and copies of necessary permits and governmental authorizations. Landlord may require that such insurance policies include Landlord as an additional insured. All work shall be required to be done promptly and in a workmanlike fashion. Alterations, improvements or additions made by either of the parties upon the Premises, except movable furniture, trade equipment and trade fixtures placed in the Premises at the expense of Tenant, shall become the property of Landlord and at the election of Landlord, shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation, injury or damage, or shall be removed at the sole cost and expense of Tenant. In the event damage to the Premises or the Building shall be caused by moving said furniture and equipment in or out of the Premises, said damage shall be promptly repaired at the cost of Tenant. In the event that Tenant should fail to remove Leasehold Improvements or Tenant's trade fixtures as required by Landlord, Landlord shall have the option in

addition to its other remedies under the Lease, to declare that such trade fixtures are the property of the Landlord and to thereafter dispose of such trade fixtures in a commercially reasonable manner and retain any proceeds of disposition as security for any liabilities or obligations Tenant may have to Landlord under the terms of this Lease.

Section 9.03 Mechanics' Liens:

Tenant shall not cause nor permit any mechanics' liens or other liens to be placed upon the Premises or the Building and in case of the filing of any such lien or claim therefore, Tenant shall promptly discharge same; provided, however, that Tenant shall have the right to contest the validity or amount of any such lien upon its prior posting of security with Landlord, which security, in Landlord's sole reasonable judgment, must be adequate to pay and discharge any such lien in full plus Landlord's reasonable estimate of its legal fees. Tenant agrees to pay all legal fees and other costs incurred by Landlord because of any mechanics' or other liens attributable to Tenant being placed upon the Premises or the Building.

Article X. SERVICE AND MAINTENANCE BY LANDLORD AND RESERVATIONS

Section 10.01 Specific Reservations:

The Premises shall not include the roof, exterior walls, foundation, and Common Areas of the Building as described in Article IX. In addition, Landlord reserves the right to place, install, maintain, carry through, repair and replace such utility lines, pipes, wires, appliances, tunneling and the like in, over, through and upon the Premises as may be reasonably necessary or advisable for the servicing of the Premises or any other portions of the Building, so long as such activities do not unreasonably interfere with Tenant's use of the Premises and reasonable advance notice is given Tenant prior to their commencement.

Section 10.02 Building Alterations by Landlord:

Notwithstanding any provision in this Lease to the contrary and provided the Permitted Uses of Tenant are not adversely affected, it is agreed that Landlord reserves the right, without invalidating this Lease or modifying any provision thereof, at any time, and from time to time:

- A. to make alterations, changes and additions to the Building,
- B. to add additional areas to the Building and/or to exclude areas therefrom,
- C. to construct additional buildings and other improvements,
- D. to remove or relocate a part of the Building, and

- E. to relocate any other tenant in the Building. It is further understood that the existing layout of the Building, and any appurtenant walks, roadways, parking areas, entrances, exits, and other improvements shall not be deemed to be a warranty, representation or agreement on the part of Landlord that same will remain exactly as presently built, it being understood and agreed that Landlord may change the number, dimensions and locations of such common area improvements, as Landlord shall deem proper so long as such changes shall not interfere with Tenant's use of the Premises.

Section 10.03 Services Provided by Landlord:

Landlord agrees to provide the following general services in conjunction with this Lease:

- A. To maintain in the Building and the Premises conditions of reasonable temperature and comfort a system for heating and cooling, filtering and circulating the air is provided; Landlord shall have no responsibility for any inadequacy of performance of the said system if the occupancy of the Premises or the electrical power or other energy consumed on the Premises for all purposes exceeds reasonable amounts as determined by Landlord or Tenant installs partitions or other installations in locations which interfere with the proper operation of the system of interior climate control or if the window covering on exterior windows is not kept fully closed;
- B. To provide janitor and cleaning services one day per week to common areas of the Building consisting of reasonable services in accordance with the standards of similar office buildings;
- C. To provide janitor and cleaning services five days per week to premises consisting of reasonable services in accordance with the standards of similar office buildings including but not limited to
 - 1) vacuuming carpeting
 - 2) Trash removal
- D. To keep available the following facilities for use by Tenant and its employees and invitees in common with other persons entitled thereto:
 - 1) elevator service to each floor upon which the Premises are located provided such service is installed in the Building and provided that Landlord may prescribe the hours during which and the procedures under which freight elevator service shall be available and may limit the number of elevators providing service outside normal business hours; common entrances, lobbies, stairways and corridors giving access to the Building and the Premises, including such other areas from time to time which may be

provided by Landlord for common use and enjoyment within the Building;

- 2) the washrooms as Landlord may assign from time to time which are standard to the Building, provided that Landlord and Tenant acknowledge that where an entire floor is leased to Tenant or some other Tenant, Tenant or such other tenant, as the case may be, may exclude others from the washrooms thereon.

E. Landlord may (but shall not be obliged) on request of Tenant supply services or materials to the Premises and the Building which are not provided for under this Lease and which are used by Tenant (the "Additional Services") including, without limitation:

- 1) window blinds or drapery cleaning
- 2) carpet shampooing
- 3) locksmithing
- 4) removal of bulk garbage
- 5) picture hanging
- 6) special security arrangements
- 7) The cost of such Additional Services supplied or furnished by Landlord to Tenant shall not be included in Common Area Costs but rather shall be billed separately by Landlord to Tenant. In the event Landlord shall elect not to supply or furnish Additional Services, only person with prior written approval by Landlord (which approval shall not be unreasonably withheld) shall be permitted by Landlord or Tenant to supply or furnish Additional Services to Tenant and the supplying and furnishing shall be subject to the reasonable rules fixed by Landlord with which Tenant undertakes to cause compliance and to comply.

Section 10.04 Maintenance and Repair by Landlord:

Landlord shall maintain, and repair the following:

- A. The Building (other than the Premises and premises of other tenants) including the entrance, lobbies, stairways, corridors and washrooms, landscaped areas, parking areas, the exterior portions (including windows, doors, foundations and roofs) of all buildings and structures from time to time forming part of the Building and affecting its general appearance; the systems for interior climate control; the systems provided for bringing utilities to the Common Areas and the Premises; the elevators and escalators (if any), and the other facilities from time to time provided for use in common

by Tenant and other tenants of the Building and. Landlord reserves the right to stop the use of any of these facilities and the supply of the corresponding services when necessary by reason of accident or breakdown or during the making of repairs, alterations or improvements, in the reasonable judgment of Landlord necessary or desirable to be made, until the repairs, alterations or improvements shall have been completed to the satisfaction of Landlord.

- B. Defects in standard demising walls or in structural elements, exterior walls of the Building, suspended ceiling, electrical and mechanical installations standard to the Building being installed by Landlord in the Premises (if and to the extent that such defects are sufficient to impair Tenant's use of the Premises while using them in a manner consistent with this Lease) and "Insured Damage" (as herein defined). Landlord shall in no event be required to make repairs to Leasehold Improvements made by Tenant, or by Landlord on behalf of Tenant or another tenant or to make repairs to wear and tear within the Premises.
- C. Landlord shall be under no obligation and shall not be liable for any failure to make repairs that are Landlord's responsibility herein until and unless Landlord is actually aware of the problem requiring repair or Tenant notifies Landlord in writing of the necessity therefore, and in either event Landlord shall have a reasonable time thereafter to make such repairs. Landlord reserves the right to the exclusive use of thereof and exterior walls of the Building which Landlord is so obligated to maintain and repair. If any portion of the Premises which Landlord is obligated to maintain and repair is damaged by the negligence or willful actions or omissions of Tenant, employees or invitees, then repairs necessitated by such damage shall be paid for by Tenant.

Article XI. LANDLORD'S RIGHTS

Landlord reserves the following rights:

- A. To change the name of the Building without notice or liability;
- B. During the last ninety (90) days of the term or any extension thereof, or at any time if Tenant has vacated the Premises, after providing Tenant reasonable notice, to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy, so long as such activity does not unreasonably interfere with Tenant's use of the Premises;

- C. To exhibit the Premises to others, and to display "For Lease" signs on the Building or the grounds of the Building during the last six months of the term or any extension thereof;
- D. To remove abandoned or unlicensed vehicles and vehicles that are unreasonably interfering with the use of the parking lot by others and to charge the responsible tenant for the expense of removing said vehicles;
- E. To take any and all measures, including making inspections, repairs, alterations, additions and improvements to the Premises or to the Building as may be necessary or desirable in the operation thereof and the monitoring of the covenants and obligations of this Lease;
- F. To close temporarily any of the Common Areas as reasonably necessary for maintenance purposes;
- G. To designate any part of the Building outside the Premises to be part of the Common Areas;
- H. To use Common Areas as reasonably necessary while engaged in making alterations, additions or repairs to the Premises or Project;
- I. To retain a pass key to the Premises;
- J. To lease the remainder of the Building to any party approved in Landlord's sole and exclusive discretion;
- K. To participate in any petition for the inclusion of the Building and Premises in any local improvement districts providing for assessment of the Building and Premises for the benefits received. Tenant agrees to cooperate with Landlord in the foregoing and to execute any documents or instruments, which, in Landlord's opinion are necessary or desirable to effectuate the same;
- L. To enter upon the Premises at any reasonable time for the purpose of exercising any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession without being liable in any manner to Tenant. Prior to any such entry except that required in an emergency, Landlord shall provide Tenant reasonable notice thereof.

Article XII. LANDLORD'S INABILITY TO PERFORM

If by reason of inability to obtain suitable labor, materials or supplies; circumstances directly or indirectly the result of a state of war or national or local emergency; or by reason of any other cause beyond the reasonable control of Landlord, Landlord shall be unable to perform or shall be delayed in the performance of any covenant to supply any service, such nonperformance or delay in performance shall not render Landlord liable in any respect for damages to either person or property, constitute a total or

partial eviction, constructive or otherwise, work an abatement of rent or relieve Tenant from the fulfillment of any covenant or agreement contained in this Lease.

Article XIII. INSURANCE/INDEMNIFICATION

Section 13.01 Tenant's Insurance:

- A. Tenant covenants and agrees to maintain at all times during the term of this Lease, or any renewal thereof, a policy or policies of comprehensive public liability insurance against claims for personal injury, death or property damage (an all occurrence basis) with respect to the business carried on by Tenant in or from the Premises and Tenant's use and occupancy of the Premises and any other part of the Property, with coverage of not less than \$1,000,000.00 in respect to the injury or death to a single person, and to the limit of not less than (\$2 million) in respect to any one accident, and to the limit of \$500,000.00 in respect to any property damage, or any other amount which Landlord may reasonably require. Replacement cost insurance to policy limits deemed acceptable. Such insurance shall include Landlord as a named insured and shall protect Landlord with respect to claims by Tenant as if Landlord were separately insured.
- B. Tenant covenants and agrees to maintain at all times during the Term of this Lease, or any renewal or extension thereof, property insurance covering Tenant's leasehold improvements, furniture, and fixtures in the Premises for not less than the full replacement cost or insurable value thereof which insurance shall include Landlord as a named insured. Such insurance shall cover:
 - 1) loss or damage by fire; and such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a tenant's machinery, equipment, furniture, fixtures, personal property and business located in a building similar in construction, general location, use, occupancy and design to the Building, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, and such other coverage as Lessee may deem appropriate or necessary.
 - 2) Tenant agrees that such policy or policies of insurance shall contain a waiver of subrogation

clause as to Landlord and Tenant waives, releases and discharges Landlord, its agents, for any claims or demands which Tenant may have or acquire arising out of damage to or destruction of the machinery, equipment, furniture, fixtures, personal property, and loss of use thereof occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Landlord, its agents, employees, contractors or otherwise, and Tenant agrees to look to Tenant's insurance coverage only in the event of such loss.

- 3) Tenant shall procure insurance against other perils and in such amount as Landlord may reasonably require upon not less than ninety (90) days written notice, such requirement to be made on the basis that the required insurance is customary at the time for prudent tenants of properties similar to the Building.

Section 13.02 Landlord's Approval:

All insurance required to be maintained by Tenant shall be on terms and with insurers satisfactory to Landlord. Each policy shall contain an undertaking by the insurer so that no material change adverse to Landlord or Tenant will be made, and the policy will not lapse or be canceled, except after not less than thirty (30) days' written notice to Landlord of the intended change, lapse or cancellation. Tenant shall furnish to Landlord, if and whenever requested by it, certificates or other evidences acceptable to Landlord as to the insurance from time to time effected by Tenant and its renewal or continuation in force, together with evidence as to the method of determination of full replacement cost of Tenant's Leasehold Improvements, trade fixtures, furniture and equipment, and if Landlord reasonably concludes that the full replacement cost has been underestimated, Tenant shall forthwith arrange for any consequent increase in coverage required under this . If Tenant shall fail to take out, renew or keep in force such insurance, or if the evidences submitted to Landlord are unacceptable to Landlord (or no such evidences are submitted within a reasonable period after request therefore by Landlord), then Landlord may give to Tenant written notice requiring compliance with this and specifying the respects in which Tenant is not then in compliance. If Tenant does not within forty-eight (48) hours provide appropriate evidence of compliance with this, Landlord may (but shall not be obligated to) obtain some or all of the additional coverage or other insurance which Tenant shall have failed to obtain, without prejudice to any other rights of Landlord under this Lease or

otherwise, and Tenant shall pay all premiums and other reasonable expenses incurred by Landlord to Landlord on demand.

Section 13.03 Building Insurance Coverage:

Landlord shall throughout the term of this Lease, or any extension thereof, maintain fire and extended coverage insurance on the Building and the property owned by Landlord located in and about the Premises in an amount equivalent to the full replacement value thereof (excluding foundation, grading and excavation costs) and with such deductibles as Landlord shall determine. Landlord shall not in any way or manner insure any property of Tenant or any property that may be in the Premises but not owned by Landlord. Landlord shall keep the Building insured for the benefit of Landlord against:

loss or damage by fire; and

- A. such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Building, including, but without limiting the generality of the foregoing, windstorms, hail, explosion, vandalism, malicious mischief, civil commotion, and such other coverage as may be deemed necessary by Landlord, providing such additional coverage is obtainable and providing such addition coverage is such as is customarily carried with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Building.
- B. Landlord shall also maintain, for its benefit and the benefit of its managing agent, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Building, such insurance to afford protection to Landlord and its managing agent.

Section 13.04 Landlord's Liability/Property Damage:

Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its agents, employees and servants shall not be liable, and Tenant waives all claims for damage to property and business sustained during the term of this Lease Agreement by Tenant occurring in or about the Building or the, Premises, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, the Building, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of Landlord, its agents, employees or servants, or tenant or occupant of the Building or any other person. This shall apply especially, but not exclusively, to damage caused as aforesaid or by flooding or by refrigerators, sprinkling devices, air

conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally, whether any such damage results from the act or omission of other tenants or occupants in the Building or any other persons, and whether such damage be caused by or result from any of the aforesaid, or shall be caused by or result from other circumstances of a similar or dissimilar nature.

Section 13.05 Indemnification of Landlord-Third Party Claims:

- A. Tenant shall indemnify and defend Landlord, its employees and agents and save them harmless from and against any and all loss (including loss of rents payable by Tenant) and against all claims, actions, damages, liability and expense brought by any person(s), firm(s), or corporation(s) in connection with loss of life, bodily and personal injury or property damage (except damage to the Building) arising from any occurrence in, upon or at the Premises, the Building, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, licenses, concessionaires or invitees or by anyone permitted to be on the Premises by Tenant, or Tenant's negligent performance of or failure to perform any of its obligations under this Lease. In case Landlord, or its employees or agents shall, without fault on their part, be made a party to any litigation commenced by or against Tenant, then Tenant shall indemnify, defend and hold them harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by them or such managing agent in connection with such litigation. Landlord shall indemnify and defend Tenant, its employees and agents and save them harmless from and against any and all loss and against all claims, actions, damages, liability and expense brought by any person(s), firm(s), or corporation(s) in connection with loss of life, bodily and personal injury or property damage (except damage to the Building) arising from any occurrence in, upon or at the Premises, the Building, or any part thereof, or occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, licenses, concessionaires or invitees or by anyone permitted to be on the Premises by Landlord, or Landlord's negligent performance of or failure to perform any of its obligations under this Lease. In case Tenant, or its employees or agents shall, without fault on their part, be made a party to any litigation commenced by or against Landlord, then Landlord shall indemnify, defend and hold them harmless and shall pay all costs, expenses

and reasonable attorney's fees incurred or paid by them or such managing agent in connection with such litigation. B.

- C. Anything herein to the contrary notwithstanding, in the event any damage to the Building results from any act or omission of Tenant, its agent, employees or invitees, and all or any portion of Landlord's loss which is "deductible" under Landlord's insurance policies, Tenant shall pay to the Landlord the amount of such deductible loss. All property in the Building or on the Premises belonging to Tenant, its agents, employees, invitees or otherwise located at the Premises, shall be at the risk of Tenant only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof and Tenant agrees to defend and hold Landlord, its agents, employees and servants harmless and indemnify them against claims and liability for injuries to such property.

Article XIV. DAMAGE OR DESTRUCTION

Section 14.01 Complete Destruction:

If the Premises or the Building is so damaged by fire or other casualty, cause or condition whatsoever as to be substantially untenable and Landlord shall determine not to restore same, Landlord may, by written notice to Tenant given within thirty (30) days after such damage, terminate this Lease as of the date of the damage. If this Lease is not terminated as above provided and if the Premises are wholly untenable as aforesaid, Landlord, at its expense, shall restore the same to the condition in which Landlord furnished the Premises to Tenant at the commencement of the term of this Lease. Landlord shall be under no obligation to restore any alterations, improvements or additions to the Premises made by Tenant.

Section 14.02 Partial Destruction:

If, as a result of fire or other casualty, cause or condition whatsoever the Premises are made partially untenable Landlord shall be obligated to restore the same to the condition in which Landlord furnished the Premises at the commencement of this Lease.

Section 14.03 Reconstruction Period:

If Landlord elects to restore under Article XV, or is mandated to do so under Article XV and if Landlord fails within one hundred twenty (120) days after such damage occurs to eliminate substantial interference with Tenant's use of the Premises or substantially to restore same, Tenant may terminate this Lease as of the end of said one hundred twenty (120) days by notice to Landlord given not later than five (5) days after expiration of said one hundred twenty (120) day period. In all cases, due allowance shall be

made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's reasonable control. In any event, Tenant shall be responsible for the removal, (or restoration, at Tenant's election), of all its damaged property and debris from the Premises upon request by Landlord, or must reimburse Landlord for the reasonable cost of removal.

Section 14.04 Rent Abatement:

If the Premises are rendered totally untenable but this Lease is not terminated, all rent shall abate from the date of the fire or other relevant cause or condition until the Premises are ready for occupancy and reasonable accessible to Tenant. If a portion of the Premises is untenable, Rent shall be prorated on a per diem basis and apportioned in accordance with the portion of the Premises that is usable by Tenant until the damaged part is ready for Tenant's occupancy.

Article XV. ASSIGNMENT AND SUBLETTING

Section 15.01 Assignment and Subletting Generally:

- A. Except as noted hereafter Tenant shall not assign or hypothecate this Lease nor sublet or otherwise transfer its interest in all or any part of the Premises without the prior written consent of Landlord which shall not be unreasonably withheld. If Tenant wishes to assign this Lease or sublet all or any part of the Premises it shall give notice in writing (by certified mail or by personal delivery) of such intention to Landlord, furnishing Landlord with a copy of the proposed assignment or sublease document and full information as to the identity and financial status of the proposed assignee or subtenant. Thereupon, Landlord shall have, within ten (10) days of receipt of such notice, the right to terminate this Lease or to approve or reject of such assignment or subletting by written notice to Tenant. If no such response is given, Landlord shall be deemed to have elected to approve the assignment or subletting. Notwithstanding any assignment or sublease, Tenant shall remain liable hereunder and shall not be released without the express written agreement of Landlord to such release;
- B. If a subletting is so approved and the rents under such a sublease are greater than the rents provided for herein, then Landlord shall have the further option either: (1) to convert the sublease into a prime lease and receive all of the rents, in which case this Lease shall be deemed terminated as to the sublet space and Tenant will be relieved of further liability hereunder with regard thereto; or (2)

to require Tenant to remain liable under this Lease, in which event Tenant shall be entitled to retain one-half of such excess rents. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

Section 15.02 Mergers, Consolidations and Tenant Affiliates:

The foregoing notwithstanding, Tenant may, without Landlord's consent, assign this Lease to any corporation resulting from a merger or consolidation of Tenant upon the following conditions: (1) that the total assets and net worth of such assignee shall be equal to or more than that of Tenant immediately prior to such consolidation or merger; (2) that Tenant is not at such time in default hereunder; and (3) that such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and shall deliver the same to Landlord. If aforesaid conditions are satisfied, Tenant shall be discharged from any further liability hereunder.

Section 15.03 Sale of Interest in Tenant:

The foregoing notwithstanding, the transfer of a majority of the issued and outstanding capital stock, or sale or transfer of substantially all of the assets of any corporate tenant or subtenant of this lease or a majority of the total interest in any partnership tenant or subtenant, however accomplished, and whether in a single transaction or a series or related or unrelated transactions, shall be deemed an assignment of this Lease or of such sublease.

Article XVI. ASSIGNMENT BY LANDLORD

The term "Landlord" as used in this Lease, so far as covenants or obligations on part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Premises, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over or credited to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant.

Article XVII. MORTGAGE AND TRANSFER

Section 17.01 Right to Transfer:

Landlord shall have the right to transfer, mortgage, pledge or otherwise encumber, assign and convey, in whole or in part, the Premises, the Building, this Lease, and all or any part of the rights now or thereafter existing and all rents and amounts payable to Landlord under the provisions hereof. Nothing herein contained shall limit or restrict any such rights, and the rights of Tenant under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such rights, including, but not limited to, the lien of any mortgage, deed of trust, or security agreement now or hereafter placed upon Landlord's interest in the Premises. This shall be self-operative. However, Tenant covenants and agrees to execute and deliver upon demand such further instruments subordinating this Lease to the lien of any such mortgage, deed of trust or security agreement as shall be requested by Landlord and/or proposed mortgagees or a holder of any security agreement, provided such mortgagee or holder of any security agreement shall agree not to interfere with Tenant's use and possession of the Premises.

Section 17.02 Estoppel Letter:

Tenant covenants and agrees promptly to execute and deliver to Landlord upon demand estoppel letters setting forth:

- A. the date of this Lease and any amendments thereto,
- B. the date, through which rents have been paid hereunder,
- C. the amount of any security deposit held by Landlord,
- D. that Tenant is in occupancy of the Premises,
- E. that the Lease is in full force and effect,
- F. that Landlord is not in default under the Lease and that there are no defenses or offsets against the enforcement thereof, or setting forth such defaults, defenses or offsets claimed by Tenant, and
- G. any other information which Landlord or its mortgagee may reasonably require, which may include Tenant financial statements.

Article XVIII. EMINENT DOMAIN

If the Premises or such substantial part thereof as reasonably renders the remainder unfit for the intended uses shall be taken by any competent authority under the power of the eminent domain or be acquired for any public or quasi-public uses of purpose, the Term of this Lease shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. If any condemnation proceeding shall be instituted in which it is sought to take any part of the

Building or change the grade of any street or alley adjacent to the Building and such taking or change of grade makes it necessary or desirable to remodel the Building to conform to the changed grade, Landlord shall have the right to terminate this Lease after having given written notice of termination to Tenant not less than ninety (90) days prior to the date of termination designated in the notice. In either of said events, Rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by Landlord to Tenant for the right of termination and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this shall preclude Tenant from seeking an award from the authority for loss of business, or depreciation to and cost of removal of equipment or fixtures or other cost or expenses incurred by Tenant due to the condemnation.

Article XIX. DEFAULT AND REMEDIES

Section 19.01 Default Generally:

Tenant shall be deemed in default under the terms of this Lease if any of the following events occur:

- A. Tenant shall have failed to pay an installment of Base Rent or Additional Rent or any other amount payable hereunder when due, and such failure shall be continuing for a period of more than five (5) days after the written notice that such installment or amount was due;
- B. There shall be a default of or with any condition, covenant, agreement or other obligation on the part of Tenant to be kept, observed or performed hereunder (other than a condition, covenant, agreement or other obligation to pay Base Rent, Additional Rent or any other amount of money) and such default shall be continuing for a period of more than fifteen (15) days after written notice by Landlord to Tenant specifying the default and requiring that it be cured;
- C. If any policy of insurance upon the Building or any part thereof shall be canceled or threatened with cancellation by the insurer by reason of the use or occupation of the Premises by Tenant or any assignee, sub-tenant or licensee of Tenant or anyone permitted by Tenant to be upon the Premises, and Tenant after receipt of written notice from Landlord shall have failed to take such immediate steps with respect to such use or occupation as shall enable Landlord to reinstate or avoid cancellation (as the case may be) of such policy of insurance;

- D. The Premises shall be vacated or abandoned, or remain unoccupied for fifteen (15) consecutive days or more while capable of being occupied without the prior written consent of Landlord.
- E. The balance of the Term of this Lease or any of the goods and chattels of Tenant located in the Premises, shall at any time be seized in execution or attachment,
- F. Tenant shall make any assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any statute for bankrupt or insolvent debtors or, if a corporation, shall take any steps or suffer any order to be made for its winding up or termination of its corporate existence; or a trustee, receiver or receiver-manager or agent or other like person shall be appointed of any of the assets of Tenant.

Section 19.02 Landlord's Remedies:

Landlord shall have the following rights and remedies all of which are cumulative and not alternative and not to the exclusion of any other or additional rights and remedies in law or equity available to Landlord by statute or otherwise:

- A. to remedy or attempt to remedy any default of Tenant, and in doing so to make any payments due or alleged to be due by Tenant to third parties and to enter upon Premises to do any work or other things therein, and in such event all reasonable expenses of Landlord in remedying or attempting to remedy such default shall be payable by Tenant to Landlord on demand;
- B. with respect to unpaid overdue Rent, to the payment by Tenant of the Rent shall result in the imposition of a service charge for such late payment in the amount of ten percent (10%) per month of the gross monthly rent from the date upon which the same was due until actual payment thereof
- C. to terminate this Lease forthwith by leaving upon the Premises or by affixing to an entrance door to the Premises notice terminating Lease and to immediately thereafter cease to furnish services hereunder and enter into and upon the Premises or any part thereof in the name of the whole and the same to have again, re-possess and enjoy as of its former estate, anything in this Lease contained to the contrary notwithstanding. Upon such termination of this Lease and the Term, Tenant shall immediately deliver up possession of the Premises to Landlord, and Landlord may forthwith re-enter and take possession of them, pursuant to court order, and;
- D. to enter the Premises as agent of Tenant and as such agent to re-let them and to receive the rent therefore and as the agent of Tenant to

take possession of any furniture or other property thereon and upon giving ten (10) days' written notice to Tenant to store the same at the expense and risk of Tenant or to sell or otherwise dispose of the same at public or private sale without further notice and to apply the proceeds thereof and any rent derived from re-letting the Premises upon account of the Rent due and to become due under this Lease and Tenant shall be liable to Landlord for the deficiency if any.

Section 19.03 Liquidated Damages:

Upon the giving by Landlord of a notice in writing terminating this Lease under this, this Lease and the Term shall terminate. Rent and any other charges for which Tenant is liable under this Lease shall be computed, apportioned and paid in full to the date of such termination immediately. In addition, Tenant shall remain liable for lost rent to re-lease the Premises with Landlord using its best efforts to re-lease the Premises and mitigate damages.

Section 19.04 Other Costs:

In the event of any litigation or other proceedings between the parties arising out of or in connection with this Lease or the alleged breach or enforcement hereof, the party prevailing in such proceeding shall be entitled to recover its costs and expenses (including reasonable attorney's fees) from the non-prevailing party.

Section 19.05 No Reinstatement:

No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit unless expressly agreed to in writing by Landlord.

Section 19.06 Waiver :

No waiver by Landlord of any default or breach of any covenant by Tenant hereunder shall be inferred from any omission by Landlord to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and then said waiver shall be operative only for the time and to the extent therein stated. The consent or approval of Landlord to any act of Tenant shall not be deemed to waive or render unnecessary Landlord's consent or approval to any subsequent similar acts. No waiver by Landlord of any provision under this Lease shall be effective unless in writing and signed by Landlord. Landlord's acceptance of full or partial payment of Rent during the

continuance of any breach of this Lease shall not constitute a waiver of any such breach of this Lease. Efforts by Landlord to mitigate damages caused by Tenant's breach of this Lease shall not be construed as a waiver of Landlord's right to recover damages under Article XIII.

Article XX. MISCELLANEOUS

Section 20.01 No Option:

Submission of this instrument for examination does not constitute a reservation of or option for the Premises. The instrument does not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

Section 20.02 Examination of Lease:

Submission of this Lease to Tenant does not constitute an offer to lease, and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant.

Section 20.03 Brokers:

Tenant and Landlord hereby represent that it has dealt directly with and only with the broker or brokers set forth at Section 1.01 (M) above, if any, and that neither party knows of another broker who negotiated this Lease or is entitled to any commission in connection herewith. Tenant and Landlord hereby agree to indemnify, defend and hold harmless the other from and against any commissions or claims by any broker or brokers pertaining to Tenant's having entered into this Lease.

Section 20.04 Allocation of Rent:

Landlord and Tenant agree that no portion of the Base Rent paid by Tenant during the portion of the term of this Lease occurring after the expiration of any period during which such rent was abated shall be allocated for income tax purposes by Landlord or Tenant to such rent abatement period, nor is such rent intended by the parties to be allocable to any abatement period.

Section 20.05 Accord and Satisfaction:

No payment by Tenant of a lesser amount than the Rent nor any endorsement on any check or letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction of full payment of Rent, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies.

Section 20.06 Financial Statements:

Section 20.07 Notice:

Except as otherwise herein provided, whenever by the terms of this Lease notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be deemed to have been properly served if hand-delivered or sent by certified mail, return receipt requested, postage prepaid, at the address set forth at Section 1.01(A) and (B) above. If such notice is hand-delivered the date of notice shall be deemed the date of service. Such notice is mailed then the date of service shall be deemed date of receipt or 5 days after depositing same into U.S. Mail. To be effective, any notice other than monthly rent payments and late fees to the tenant shall be sent simultaneously and in like manner to:

Tenant 1

Northbrook, IL 60062

Or

Tenant 2

Highland Park, IL 60035

Or at such other address as the tenant may from time to time direct by written notice to landlord.

Section 20.08 Exhibits:

Reference is made to the Exhibits listed at Section 1.01 (O) above, which exhibits are attached hereto and incorporated herein by reference.

Section 20.09 Survival:

Tenant agrees that its obligations pursuant to Section 4.02, Section 8.03, Section 8.06, Section 10.02, Section 10.03, Section 14.05, Section 20.03, Section 21.10, and Article XX shall survive the termination of this Lease.

Section 20.10 Tenant's Authority:

If Tenant signs as a corporation or partnership, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon

Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties.

Section 20.11 Persons Bound:

The agreements, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of each of the parties hereto, except that no assignment, encumbrance or subletting by Lessee, unless permitted by the provisions of this Lease, shall vest any right in the assignee, encumbrance or subtenant of Tenant. If there be no more than one Tenant herein named, the provisions of the Lease shall be applicable to and binding upon such Tenant jointly and severally, as well as their heirs, legal representatives, successors and assigns.

Section 20.12 Partial Invalidity:

If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be declared invalid, unenforceable or in violation of a party's legal rights, then such term, covenant, condition or provision shall be deemed to be null and void and unenforceable. However, all other provisions of this Lease, or the application of such term or provision to persons or circumstances other than those to which are held invalid, unenforceable or violative of legal rights, shall not be affected thereby, and each and every other term, condition, covenant the provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 20.13 Captions:

The headings and captions used throughout this Lease are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of any provisions in this Lease. The words "Landlord" and "Tenant" wherever used in this lease shall be construed to mean plural where necessary, and the necessary grammatical changes required to make the provisions hereof apply either to corporation, partnerships, or individuals, men and women, shall in all cases be assumed as though in each case fully expressed.

Section 20.14 Applicable Law:

This Lease, its interpretation and enforcement shall be governed by the laws of the state in which the Premises are located.

Section 20.15 Waiver of Jury:

Landlord and Tenant agrees that, to the extent permitted by law, which shall and hereby does waive trial by jury in any action, proceeding or

counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease.

Section 20.16 Entire Agreement:

This Lease contains the entire agreement between the parties and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such tenants jointly and severally.

IN WITNESS WHEREOF, the parties have signed triplicate counterparts hereof as of the date and year hereinabove set forth.

TENANT:

SAMPLE LLC

An Illinois Limited Liability Company

LANDLORD:

3400 Management, LLC

By: _____

Name:

Title: Member Manager

By: _____

Name: Stuart Levin

Title: Member

I. EXHIBIT A LEASED PREMISES

II. EXHIBIT B LEGAL DESCRIPTION

Lots 20 and 21 in Block 65 in Canal Trustee's Subdivision of blocks lots in the West part of the Southwest quarter of section 9, Township 39 North, Range 14 East of the Third principal meridian, also known as part of the original town of Chicago in Cook County, Illinois.

III.

EXHIBIT C RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, vestibules, stairways, freight elevator, corridors or halls or other parts of the Building not occupied by Tenant shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for the common use of the all of the Building tenants, in such manner as Landlord deems best for the benefit of the tenants generally. Tenant shall not invite people to visit the Building or the Premises 'in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants of the entrances, corridors, stairways and other public portions or facilities of the Building.
2. Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.
3. No hand trucks except those equipped with rubber tires and side guards shall be used in any space, or in public halls of the Building, either by Tenant, its employees, subcontractors, agents or invitees.
4. No bicycles, vehicles or animals, birds or pets of any kind shall be brought into or kept in or about the Building or the Premises, except that bicycles may be kept in bicycle racks located at the Building, if Landlord, at its sole discretion chooses to provide such bicycle racks for the tenants' use.
5. Mats, trash or other objects shall not be placed in the public corridors.
6. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall not make or permit to be made any keys for any door to the Premises or the Building other than those provided by Landlord, and if more than two keys for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Tenant shall, upon the termination of this tenancy, restore to Landlord all keys furnished to Tenant, and in the event of the loss of any keys, so furnished, Tenant shall pay to Landlord the cost thereof.
7. Awnings, projections, curtains, blinds, shades, screens or other fixtures shall not be attached within the Premises or hung in the Premises without the prior written consent of Landlord. Such items must be of a quality, type, design and color, and attached in the manner approved by Landlord.
8. Tenant shall not install antennae, or aerial wires inside or outside the Premises or the Building without the prior written consent of Landlord. The use thereof, if permitted, shall be subject to control by Landlord to the end that others shall not be disturbed or annoyed.
9. If Tenant desires telegraphic, telephonic, burglar alarm or signal service, Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Landlord. The locations of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord. Tenant shall not construct, maintain, use or

operate within the Premises or elsewhere within or on the outside of the Building, any electrical device or apparatus in connection with any sound system.

10. Unless Landlord gives prior written consent, Tenant shall not install or operate any machinery, or heating device or air conditioning apparatus in or about the Premises or carry on any mechanical business therein. Tenant shall not install in the Premises any equipment that uses a substantial amount of electricity without the prior written consent of Landlord. Tenant shall ascertain from Landlord the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises and the needs of other tenants in the Building and shall not use more than the safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
11. Tenant shall not waste water by tying, wedging or otherwise fastening open any faucet. The toilet rooms, urinals, wash bowls and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish rags, or other substances shall be thrown therein. The cost of all damages resulting from any misuse of the fixtures shall be borne by Tenant if its servants, employees, agents, visitors or licensees, shall have caused the same.
12. Any person employed by Tenant to do janitor work within the Premises must obtain Landlord's consent and such person shall, when in the Building and outside of said Premises, comply with all instructions issued by Landlord.
13. No inflammable, combustible or explosive fluid, chemical or substance shall be brought or kept upon the Premises.
14. Landlord shall have the right, exercisable with reasonable advance notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
15. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or odors or disturb or interfere with other occupants of the Building or neighboring Buildings whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way.
16. No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on any part of the outside or the inside of the Building except on the directories and the doors of offices, and then only in such place, number, size, color and style as is approved by Landlord. If any such sign, advertisement or notice is exhibited without Landlord's approval by Tenant, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord by said removal. Any such permitted use, including directories and nameplates, shall be at the sole expense and cost of Tenant.

17. Tenant shall not use the name of the Building for any purpose other than as the business address of Tenant and shall not use any pictures or likeness of the Building in any circulars, notices, advertisements or correspondence without Landlord's prior written consent.
18. Tenant shall be responsible for all persons for whom he authorizes entry into or exit out of the Building, and shall be liable to Landlord for all acts of such persons. Tenant shall not circumvent and shall not permit any licensee or invitee of Tenant to circumvent any security system of the Building. In case of invasion, mob, riot, public excitement or other commotion, in order to protect the safety of the Building, its tenants, and property in the Building, Landlord reserves the right to restrict access to the Building during the continuance of the same by closing the doors or otherwise. During such an event Landlord will take reasonable steps to allow Building tenants and their employees and invitees into the Building. Landlord reserves the right to exclude, or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building. In the event Landlord limits access to the Building during a special disturbance, or excludes or expels an individual under this, Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.
19. Tenant and Tenant's employees, agents and patients shall park their cars only in those portions of the parking area located on the property described in EXHIBIT B LEGAL DESCRIPTION as may be designated for that purpose from time to time by Landlord.
20. No vending machine or machines of any description shall be installed maintained or operated upon the Premises without the prior written consent of Landlord. The Premises shall not be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate the Premises or the Building.
21. The requirements of Tenant will be attended to only upon application at the office of Landlord. Employees or agents of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from Landlord.
22. The minimum normal business hours of the Building will be 8:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. Saturdays.
23. Tenant shall comply with all rules and regulations established by Landlord regarding the disposition of all trash and waste materials including "Special Medical Wastes" described in any local, state, or federal statutes, in and about the Premises and will indemnify and hold harmless Landlord for any claim of damages brought by any party as a result of Tenant's failure to follow such regulations.

24. Tenant shall permit window cleaners to clean the windows of the Premises during normal business hours.
25. Violation of these rules and regulations, or any amendments thereto, shall be a default of Tenant under the terms of the Lease and shall be sufficient cause for termination of this Lease at the option of Landlord.
26. Landlord may, upon request by any tenant, waive the compliance by such tenant of any of the foregoing rules and regulations, provided that
 - a. no waiver shall be effective unless signed by Landlord or Landlord's authorized agent,
 - b. any such waiver shall not relieve such tenant from the obligation to comply with such rule or regulation in the future unless expressly consented to be Landlord, and
 - c. no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the foregoing rules and regulations unless such other tenant has received a similar waiver in writing from Landlord.
27. Deliveries are to be made via the freight elevator, other than messenger deliveries. Any large or heavy deliveries requiring hand-trucks, dollies, skids, etc. are to be brought through the freight elevator only.
28. Mechanical rooms are not to be used for Tenant storage of any kind.
29. Smoking shall be in accordance with Northbrook Ordinance No. 06-60. A copy of the ordinance is available upon request. In addition to the 25 foot limit listed in 4 of said Ordinance the limitation shall be increased to all sidewalk areas of the building from the doors to the parking lot area. This effectively limits the smoking area to the parking lot area and the grass areas not within 25 feet of each of the four entrances of the building.
30. All Federal, State and Local laws with respect to health requirements shall be strictly followed.

IV. EXHIBIT D CONSTRUCTION RIDER

- a. Installation of New Carpeting (building standard) and Entry Tile (\$5.00 allowance per sq ft)
- b. Repaint (one coat primer and one coat finished)
- c. Install all necessary walls, windows and doors to comply with permit drawings.
- d. Front door with Glass Door with electronic controls
- e. Kitchen cabinets, counters and appliances (\$6,000.00 allowance)
- f. All new light fixtures with switchable color
- g. Office doors to have 1 foot side lights or open window design at the tenant's choice.
- h. All offices will have motion sensors for lighting
- i. Open area will have light switch for lighting controls
- j. Each new wall will have one electrical outlet

- k. A total of ___ Cat 6 ethernet connections will be installed at a location to be later determined. All will be a Home-Run to a Panel to be located by tenant during construction/

NOT INCLUDED:

Cubicles are NOT included in the construction rider, nor is the reception desk. If tenant wants any of our used cubicles, there is not charge EXHIBIT E LIMITED GUARANTEE OF LEASE

The extent of the following guarantee shall be \$_127,000.00. The amount of the guarantee shall “burn down” by \$5,000 per year, beginning in the 13th month of the lease.

In consideration of entering into a Lease of SUITE XXXat 3400 Dundee Road, Northbrook, IL 60062 to SAMPLE LLC, under Lease Agreement dated ____ _ 2022, each of the undersigned, jointly and severally, hereby guarantees to said Lessor, the prompt and unconditional payment of the obligations of the Lessee to the Lessor under such Lease Agreement and any amendments or modifications thereof. Said lease Agreement shall be conclusively presumed to have been executed in reliance on this guaranty. Guarantor consents that the said obligations or the liability of any guarantor may be renewed, extended, modified, pre-matured, compromised, assigned or released and any collateral securing said obligations may be exchanged, sold, surrendered, assigned or released by Lessor, as it may deem advisable, without affecting or releasing the liability of Guarantor hereunder. Lessor shall not be liable for failure to collect or demand payment of said obligations or for delay in doing so nor shall Lessor be obligated to take any action with regard to any security therefore. This guaranty is an absolute, unconditional, continuing guaranty of payment and not of collection. Lessor shall be under no obligation to take measures for the enforcement of such Lease Agreement against Lessee, prior to enforcing the obligations of the undersigned hereunder.

Guarantor waives notice of acceptance of this guaranty or of the renewal, extension, modification, pre-maturing, compromise, assignment or release of any said obligations. This guaranty shall inure to the benefit of the successors or assigns of Lessor and shall be enforceable by any holder or holders from time of time of the said obligations of the Lessee.

Guarantor agrees to guarantee all obligations of the Lessee to the Lessor of every kind and description, direct, or direct, primary or secondary, absolute or contingent or due or to become due, whether by acceleration or otherwise, and any and all renewals and extension or the foregoing, whether now or hereafter arising under said Lease Agreement, plus all reasonable attorney fees.

No agreement, unless in writing and signed by Lessor, shall be effective to change or modify or to discharge in whole or in part this guaranty, and no guaranties heretofore executed shall be superseded by this guaranty unless expressly terminated in writing pursuant to the terms hereof.

No guarantor shall be released or discharged, either in whole or in part, by Lessor's failure or delay to perfect or continue the perfection of any security interest in any property which secures the obligations of the Lessee to Lessor, or to protect the property covered by such security interest, or any impairment of collateral whatsoever.

Guarantor waives notice of any disposition of the collateral after default, and Guarantor shall remain liable notwithstanding any claim that the disposition was not commercially reasonable.

The Guarantor hereby waives any and all rights whatsoever to any contribution from the Lessee and/or subrogation from the Lessee concerning any obligations of the Lessee to the Lessor.

THIS GUARANTEE SHALL BE CONSIDERED TO BE AN ILLINOIS CONTRACT AND SHALL BE DEEMED TO HAVE BEEN MADE IN COOK COUNTY, ILLINOIS, REGARDLESS OF THE ORDER IN WHICH THE SIGNATURE OF THE PARTIES SHALL BE AFFIXED HERETO DETERMINED, IN ACCORDANCE WITH THE LAWS, AND IN THE COURTS, OF THE STATE OF ILLINOIS.

Tenant 1

SS#353-99-9999

Signature of: _____

Address:

Northbrook, IL 60062_____

Date _____

Tenant 2

SS# 353-99-9999

Signature of: _____

Address:

Highland Park, IL 60035_____

Date _____

