

Fill in this information to identify the case:

Debtor CBC Restaurant Corp.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-10245

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Contact phone <u>312-419-1130</u> Contact email <u>CARYSCHIFF@CGSCHIFFLAW.COM</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>183,075.68</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Commercial Lease - 360 N. Michigan Avenue, Chicago, IL</u></p>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>183,075.68</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/18/2023
MM / DD / YYYY

/s/CARY G. SCHIFF
Signature

Print the name of the person who is completing and signing this claim:

Name CARY G. SCHIFF
First name Middle name Last name

Title COUNSEL FOR CREDITOR

Company CARY G. SCHIFF AND ASSOCIATES
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 725-7534 | International (424) 236-7243

Debtor: 23-10245 - CBC Restaurant Corp. District: District of Delaware		
Creditor: AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C. CARY G. SCHIFF AND ASSOCIATES 134 N. LASALLE ST. #1740 CHICAGO, IL, 60602 Phone: 312-419-1130 Phone 2: Fax: Email: CARYSCHIFF@CGSCHIFFLAW.COM	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Commercial Lease - 360 N. Michigan Avenue, Chicago, IL	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 183,075.68	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 183,075.68 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: CARY G. SCHIFF on 18-May-2023 5:39:44 p.m. Eastern Time Title: COUNSEL FOR CREDITOR Company: CARY G. SCHIFF AND ASSOCIATES		

Lease Ledger

Lease Information

MS SARAH GRATHWOHL
CBC Restaurant Corp.
PO BOX 1067
DECATUR, GA, 30031

Date 05/18/2023
Lease Id t0015503
Property 360rtl
Location 360 N Michigan Retail
Assigned Space(s) G, H
Customer
ICS Code
Lease Type Net Retail Lease
Sales Category Food
Lease Term **From** 01/01/2018 **To** 09/30/2028
Lease Area 6,397(Gross SQ)
Monthly Rent 24966.66
Office Phone (678)795-3830
Fax No
E-Mail tbailey@propertyworks.com

Date	Description	Charges	Payments	Balance
	Balance Forward			36,317.99
01/01/21	Operating Expense (01/2021)	950.44		37,268.43
01/01/21	Real Estate Taxes (01/2021)	3,010.89		40,279.32
01/01/21	Rent - Retail (01/2021)	6,183.33		46,462.65
01/01/21	Rent - Retail (01/2021)	18,783.33		65,245.98
01/01/21	Chilled Water (11.26.20 - 12.24.20)	1,693.33		66,939.31
01/01/21	Domestic Water (11.26.20 - 12.24.20)	173.74		67,113.05
01/07/21	ACH010721		16,444.66	50,668.39
01/26/21	Chilled Water (12.25.20 - 01.26.21)	2,029.61		52,698.00
01/26/21	Domestic Water (12.25.20 - 01.26.21)	180.31		52,878.31
01/29/21	01.2021 Estimated OEX True-Up	725.56		53,603.87
01/29/21	01.2021 Estimated RET True-Up	(716.89)		52,886.98
02/01/21	Operating Expense (02/2021)	1,676.00		54,562.98
02/01/21	Real Estate Taxes (02/2021)	2,294.00		56,856.98
02/01/21	Rent - Retail (02/2021)	6,183.33		63,040.31
02/01/21	Rent - Retail (02/2021)	18,783.33		81,823.64
02/25/21	Chilled Water (1/27/21 - 2/25/21)	1,980.99		83,804.63
02/25/21	Domestic Water (1/27/21 - 2/25/21)	173.58		83,978.21
02/26/21	RET True-Up (1/2021 & 2/2021)	1,290.00		85,268.21
03/01/21	Operating Expense (03/2021)	1,676.00		86,944.21
03/01/21	Real Estate Taxes (03/2021)	2,294.00		89,238.21
03/01/21	Rent - Retail (03/2021)	6,183.33		95,421.54
03/01/21	Rent - Retail (03/2021)	18,783.33		114,204.87
03/01/21	RET True-Up (3/2021)	645.00		114,849.87
03/01/21	Rev. 50% Rent Retail (10/20 - 03/2021)	(74,899.95)		39,949.92
03/09/21	3.09 ACH		103,560.19	(63,610.27)
03/26/21	Chilled Water (02/26/2021 - 03/26/2021)	1,571.69		(62,038.58)
03/26/21	Domestic Water (02/26/2021 - 03/26/2021)	229.04		(61,809.54)
03/26/21	Adj Domestic Water (12/25/2021 - 01/26/2021)	3.36		(61,806.18)
03/26/21	Adj Domestic Water (01/27/2021 - 02/25/2021)	3.24		(61,802.94)
04/01/21	2020 CAM Settlement	8,120.88		(53,682.06)
04/01/21	Operating Expense (04/2021)	1,676.00		(52,006.06)
04/01/21	Real Estate Taxes (04/2021)	3,212.00		(48,794.06)
04/01/21	Rent - Retail (04/2021)	3,091.66		(45,702.40)
04/01/21	Rent - Retail (04/2021)	9,391.67		(36,310.73)
04/07/21	RET True-Up (01/2021 - 03/2021)	819.00		(35,491.73)
04/27/21	Chilled Water (03/27/21 - 04/27/21)	1,610.37		(33,881.36)
04/27/21	Domestic Water (03/27/21 - 04/27/21)	198.02		(33,683.34)
05/01/21	Operating Expense (05/2021)	1,676.00		(32,007.34)
05/01/21	Real Estate Taxes (05/2021)	3,212.00		(28,795.34)
05/01/21	Rent - Retail (05/2021)	18,783.33		(10,012.01)
05/01/21	Rent - Retail (05/2021)	6,183.33		(3,828.68)
05/26/21	Chilled Water (4/28/2021 - 5/26/2021)	2,458.35		(1,370.33)
05/26/21	Domestic Water (4/28/2021 - 5/26/2021)	231.11		(1,139.22)
06/01/21	Operating Expense (06/2021)	1,676.00		536.78
06/01/21	Real Estate Taxes (06/2021)	3,212.00		3,748.78

Date	Description	Charges	Payments	Balance
	Balance Forward			36,317.99
06/01/21	Rent - Retail (06/2021)	18,783.33		22,532.11
06/01/21	Rent - Retail (06/2021)	6,183.33		28,715.44
06/01/21	Deferred Retail Rent Repayment (06/2021)	9,861.16		38,576.60
07/01/21	Operating Expense (07/2021)	1,676.00		40,252.60
07/01/21	Real Estate Taxes (07/2021)	3,212.00		43,464.60
07/01/21	Rent - Retail (07/2021)	18,783.33		62,247.93
07/01/21	Rent - Retail (07/2021)	6,183.33		68,431.26
07/01/21	Deferred Retail Rent Repayment (07/2021)	9,861.16		78,292.42
07/01/21	Domestic Water 05/27/2021 - 06/28/2021	382.82		78,675.24
07/01/21	Chilled Water 05/27/2021 - 06/28/2021	3,555.56		82,230.80
08/01/21	Operating Expense (08/2021)	1,676.00		83,906.80
08/01/21	Real Estate Taxes (08/2021)	3,212.00		87,118.80
08/01/21	Rent - Retail (08/2021)	18,783.33		105,902.13
08/01/21	Rent - Retail (08/2021)	6,183.33		112,085.46
08/01/21	Deferred Retail Rent Repayment (08/2021)	9,861.16		121,946.62
08/01/21	06.29.21 - 07.28.21 Chilled Water	3,499.09		125,445.71
08/01/21	06.29.21 - 07.28.21 Domestic Water	331.52		125,777.23
08/01/21	05.27.21 - 06.28.21 Domestic Water Adjustment	3.03		125,780.26
08/09/21	08.09.21 ACH		121,946.63	3,833.63
09/01/21	Operating Expense (09/2021)	1,676.00		5,509.63
09/01/21	Real Estate Taxes (09/2021)	3,212.00		8,721.63
09/01/21	Rent - Retail (09/2021)	18,783.33		27,504.96
09/01/21	Rent - Retail (09/2021)	6,183.33		33,688.29
09/01/21	Deferred Retail Rent Repayment (09/2021)	9,861.16		43,549.45
09/01/21	Chilled Water (07.29.21 - 08.25.21)	3,434.72		46,984.17
09/01/21	Domestic Water (07.29.21 - 08.25.21)	364.95		47,349.12
09/03/21	ACH 09/03/2021		43,549.46	3,799.66
09/13/21	2020 RET Settlement	(9,799.77)		(6,000.11)
09/28/21	Domestic Water (08.26.21 - 09.28.21)	392.11		(5,608.00)
09/28/21	Chilled Water (08.26.21 - 09.28.21)	4,026.62		(1,581.38)
10/01/21	Operating Expense (10/2021)	1,676.00		94.62
10/01/21	Real Estate Taxes (10/2021)	3,212.00		3,306.62
10/01/21	Rent - Retail (10/2021)	18,783.33		22,089.95
10/01/21	Rent - Retail (10/2021)	6,183.33		28,273.28
10/01/21	Deferred Retail Rent Repayment (10/2021)	9,861.16		38,134.44
10/05/21	10.05.21 ACH		39,715.82	(1,581.38)
10/14/21	Sewer line repairs	6,500.00		4,918.62
11/01/21	Operating Expense (11/2021)	1,676.00		6,594.62
11/01/21	Real Estate Taxes (11/2021)	3,212.00		9,806.62
11/01/21	Rent - Retail (11/2021)	18,783.33		28,589.95
11/01/21	Rent - Retail (11/2021)	6,183.33		34,773.28
11/01/21	Deferred Retail Rent Repayment (11/2021)	9,861.16		44,634.44
11/04/21	cbc chilled water 9/29/21-11/3/2021	3,376.81		48,011.25
11/04/21	cbc domestic water 9/29/21-11/3/2021	442.97		48,454.22
11/04/21	11.04.21 ACH		44,634.45	3,819.77
12/01/21	Operating Expense (12/2021)	1,676.00		5,495.77
12/01/21	Real Estate Taxes (12/2021)	3,212.00		8,707.77
12/01/21	Rent - Retail (12/2021)	18,783.33		27,491.10
12/01/21	Rent - Retail (12/2021)	6,183.33		33,674.43
12/01/21	Deferred Retail Rent Repayment (12/2021)	9,861.16		43,535.59
12/03/21	CBC Chilled water 11/4/2021-12/2/2021	1,894.97		45,430.56
12/03/21	CBC Domestic water 11/4/2021-12/2/2021	290.79		45,721.35
12/09/21	12.09.21 ACH		43,535.60	2,185.75
01/01/22	Operating Expense (01/2022)	1,730.00		3,915.75
01/01/22	Real Estate Taxes (01/2022)	2,725.00		6,640.75
01/01/22	Rent - Retail (01/2022)	6,183.33		12,824.08
01/01/22	Rent - Retail (01/2022)	18,783.33		31,607.41

Date	Description	Charges	Payments	Balance
	Balance Forward			36,317.99
01/01/22	Deferred Retail Rent Repayment (01/2022)	9,861.16		41,468.57
01/07/22	01.07.22 ACH		41,901.58	(433.01)
01/12/22	CBC Chilled Water 12/3/2021-1/12/2022	2,614.42		2,181.41
01/12/22	CBC Domestic Water 12/3/2021-1/12/2022	356.91		2,538.32
01/31/22	CB Chilled Water 1/13/22-1/31/22	1,707.21		4,245.53
01/31/22	CB Domestic Water 1/13/22-1/31/22	171.47		4,417.00
02/01/22	Operating Expense (02/2022)	1,730.00		6,147.00
02/01/22	Real Estate Taxes (02/2022)	2,725.00		8,872.00
02/01/22	Rent - Retail (02/2022)	6,183.33		15,055.33
02/01/22	Rent - Retail (02/2022)	18,783.33		33,838.66
02/01/22	Deferred Retail Rent Repayment (02/2022)	9,861.16		43,699.82
02/28/22	CB Chilled Water 2/1/22-2/26/22	1,955.28		45,655.10
02/28/22	CB Domestic Water 2/1/22-2/26/22	195.17		45,850.27
03/01/22	Operating Expense (03/2022)	1,730.00		47,580.27
03/01/22	Real Estate Taxes (03/2022)	2,725.00		50,305.27
03/01/22	Rent - Retail (03/2022)	6,183.33		56,488.60
03/01/22	Rent - Retail (03/2022)	18,783.33		75,271.93
03/01/22	Deferred Retail Rent Repayment (03/2022)	9,861.16		85,133.09
03/08/22	5% Late Fee - 2/2022	2,184.99		87,318.08
03/08/22	1.5% Interest - 2/2022	62.86		87,380.94
03/31/22	CB Chilled Water 2/27/2022-3/28/2022	1,693.32		89,074.26
03/31/22	CB Domestic Water 2/27/2022-3/28/2022	458.96		89,533.22
03/31/22	03.31.22 ACH		120,386.79	(30,853.57)
04/01/22	Operating Expense (04/2022)	1,730.00		(29,123.57)
04/01/22	Real Estate Taxes (04/2022)	2,725.00		(26,398.57)
04/01/22	Rent - Retail (04/2022)	6,183.33		(20,215.24)
04/01/22	Rent - Retail (04/2022)	18,783.33		(1,431.91)
04/01/22	Deferred Retail Rent Repayment (04/2022)	9,861.16		8,429.25
04/04/22	04.04.22 ACH		6,276.98	2,152.27
04/28/22	CB Chilled Water 3/29/2022-4/28/2022	1,638.33		3,790.60
04/28/22	CB Domestic Water 3/29/2022-4/28/2022	523.00		4,313.60
05/01/22	Operating Expense (05/2022)	1,730.00		6,043.60
05/01/22	Real Estate Taxes (05/2022)	2,725.00		8,768.60
05/01/22	Rent - Retail (05/2022)	6,183.33		14,951.93
05/01/22	Rent - Retail (05/2022)	18,783.33		33,735.26
05/01/22	Deferred Retail Rent Repayment (05/2022)	9,861.16		43,596.42
05/11/22	2021 OEX Settlement	(306.21)		43,290.21
05/26/22	5.26.22 ACH		41,435.10	1,855.11
05/31/22	CB Chilled Water - 4/29/2022-5/27/2022	2,240.86		4,095.97
05/31/22	CB Domestic Water - 4/29/2022-5/27/2022	467.72		4,563.69
06/01/22	Operating Expense (06/2022)	1,730.00		6,293.69
06/01/22	Real Estate Taxes (06/2022)	2,725.00		9,018.69
06/01/22	Rent - Retail (06/2022)	6,183.33		15,202.02
06/01/22	Rent - Retail (06/2022)	18,783.33		33,985.35
06/01/22	Deferred Retail Rent Repayment (06/2022)	9,861.16		43,846.51
06/30/22	CB Chilled Water - 5/28/2022-6/29/2022	3,394.65		47,241.16
06/30/22	CB Domestic Water - 5/28/2022-6/29/2022	450.12		47,691.28
06/30/22	CB Domestic Water Adjustment - 5/28/2022-6/29/2022	17.25		47,708.53
07/01/22	Operating Expense (07/2022)	1,730.00		49,438.53
07/01/22	Real Estate Taxes (07/2022)	2,725.00		52,163.53
07/01/22	Rent - Retail (07/2022)	6,183.33		58,346.86
07/01/22	Rent - Retail (07/2022)	18,783.33		77,130.19
07/01/22	Deferred Retail Rent Repayment (07/2022)	9,861.16		86,991.35
07/27/22	CB Chilled Water - 6/30/2022-7/26/2022	2,915.23		89,906.58
07/27/22	CB Domestic Water - 6/30/2022-7/26/2022	441.43		90,348.01
08/01/22	Operating Expense (08/2022)	1,730.00		92,078.01
08/01/22	Real Estate Taxes (08/2022)	2,725.00		94,803.01

Date	Description	Charges	Payments	Balance
	Balance Forward			36,317.99
08/01/22	Rent - Retail (08/2022)	6,183.33		100,986.34
08/01/22	Rent - Retail (08/2022)	18,783.33		119,769.67
08/01/22	Deferred Retail Rent Repayment (08/2022)	9,861.16		129,630.83
08/31/22	CB Chilled Water - 7/27/2022-8/30/2022	3,161.06		132,791.89
08/31/22	CB Domestic Water - 7/27/2022-8/30/2022	491.32		133,283.21
09/01/22	Operating Expense (09/2022)	1,730.00		135,013.21
09/01/22	Real Estate Taxes (09/2022)	2,725.00		137,738.21
09/01/22	Rent - Retail (09/2022)	6,183.33		143,921.54
09/01/22	Rent - Retail (09/2022)	18,783.33		162,704.87
09/01/22	Deferred Retail Rent Repayment (09/2022)	9,861.16		172,566.03
09/28/22	CB Chilled Water - 8/31/2022-9/27/2022	3,414.32		175,980.35
09/28/22	CB Domestic Water - 8/31/2022-9/27/2022	367.26		176,347.61
10/01/22	Operating Expense (10/2022)	1,730.00		178,077.61
10/01/22	Real Estate Taxes (10/2022)	2,725.00		180,802.61
10/01/22	Rent - Retail (10/2022)	6,183.33		186,985.94
10/01/22	Rent - Retail (10/2022)	18,783.33		205,769.27
10/01/22	Deferred Retail Rent Repayment (10/2022)	9,861.16		215,630.43
10/31/22	CB Chilled Water - 9/28/2022-10/31/2022	3,148.87		218,779.30
10/31/22	CB Domestic Water - 9/28/2022-10/31/2022	462.45		219,241.75
11/01/22	Operating Expense (11/2022)	1,730.00		220,971.75
11/01/22	Real Estate Taxes (11/2022)	2,725.00		223,696.75
11/01/22	Rent - Retail (11/2022)	6,183.33		229,880.08
11/01/22	Rent - Retail (11/2022)	18,783.33		248,663.41
11/01/22	Deferred Retail Rent Repayment (11/2022)	9,861.16		258,524.57
11/18/22	11.18.22 ACH		86,174.85	172,349.72
11/30/22	CB Chilled Water - 11/1/2022-11/29/2022	2,039.13		174,388.85
11/30/22	CB Domestic Water - 11/1/2022-11/29/2022	371.60		174,760.45
12/01/22	Operating Expense (12/2022)	1,730.00		176,490.45
12/01/22	Real Estate Taxes (12/2022)	2,725.00		179,215.45
12/01/22	Rent - Retail (12/2022)	6,183.33		185,398.78
12/01/22	Rent - Retail (12/2022)	18,783.33		204,182.11
12/16/22	12.16.22 ACH		86,000.00	118,182.11
12/31/22	CB Chilled Water - 11/30/2022-12/30/2022	1,513.41		119,695.52
12/31/22	CB Domestic Water - 11/30/2022-12/30/2022	513.26		120,208.78
01/01/23	Operating Expense (01/2023)	1,930.00		122,138.78
01/01/23	Real Estate Taxes (01/2023)	2,817.00		124,955.78
01/01/23	Rent - Retail (01/2023)	6,183.33		131,139.11
01/01/23	Rent - Retail (01/2023)	18,783.33		149,922.44
01/31/23	CB Chilled Water - 12/31/2022-1/25/2023	1,478.67		151,401.11
01/31/23	CB Domestic Water - 12/31/2022-1/25/2023	322.71		151,723.82
02/01/23	Operating Expense (02/2023)	1,930.00		153,653.82
02/01/23	Real Estate Taxes (02/2023)	2,817.00		156,470.82
02/01/23	Rent - Retail (02/2023)	6,183.33		162,654.15
02/01/23	Rent - Retail (02/2023)	18,783.33		181,437.48
02/28/23	CB Chilled Water - 1/26/2023-2/28/2023	1,272.94		182,710.42
02/28/23	CB Domestic Water - 1/26/2023-2/28/2023	365.26		183,075.68
03/01/23	Operating Expense (03/2023)	1,930.00		185,005.68
03/01/23	Real Estate Taxes (03/2023)	2,817.00		187,822.68
03/01/23	Rent - Retail (03/2023)	6,183.33		194,006.01
03/01/23	Rent - Retail (03/2023)	18,783.33		212,789.34
03/06/23	3.6.23 Deposit		29,421.66	183,367.68
03/28/23	CB Chilled Water - 3/1/2023-3/28/2023	858.05		184,225.73
03/28/23	CB Domestic Water - 3/1/2023-3/28/2023	371.10		184,596.83
03/31/23	ACH033123		29,421.66	155,175.17
04/01/23	Operating Expense (04/2023)	1,930.00		157,105.17
04/01/23	Real Estate Taxes (04/2023)	2,817.00		159,922.17

Date	Description	Charges	Payments	Balance
	Balance Forward			36,317.99
04/01/23	Rent - Retail (04/2023)	6,183.33		166,105.50
04/01/23	Rent - Retail (04/2023)	18,783.33		184,888.83
04/01/23	2022 OEX Settlement	1,978.55		186,867.38
04/01/23	2021 RET Settlement	(2,229.25)		184,638.13
04/25/23	Boiler Issues	915.65		185,553.78
04/25/23	Boiler Issues	638.00		186,191.78
04/25/23	Boiler Issues	6,185.00		192,376.78
04/30/23	CB Chilled Water - 3/29/2023-4/26/2023	1,583.59		193,960.37
04/30/23	CB Domestic Water - 3/29/2023-4/26/2023	373.60		194,333.97
05/01/23	Operating Expense (05/2023)	1,930.00		196,263.97
05/01/23	Real Estate Taxes (05/2023)	2,817.00		199,080.97
05/01/23	Rent - Retail (05/2023)	6,183.33		205,264.30
05/01/23	Rent - Retail (05/2023)	18,783.33		224,047.63
05/02/23	5.2.23 ACH		29,421.66	194,625.97
0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
29,713.66	39,158.80	1,229.15	124,524.36	194,625.97

FILED
5/27/2022 4:53 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
20221707809
Courtroom, 1406
18083535

LANDLORD'S FIVE DAYS NOTICE

TO: CBC RESTAURANT CORP. & ALL UNKNOWN OCCUPANTS

You are hereby notified that there is now due the undersigned landlord the sum of \$43,596.42 for the premises situated in the City of Chicago, County of Cook, and State of Illinois, described as follows:

360 N. MICHIGAN AVENUE
RETAIL UNIT (OCCUPIED BY CBC RESTAURANT CORP.
D/B/A CORNER BAKERY)
CHICAGO, ILLINOIS 60601

together with all buildings, sheds, closets, outbuildings, garages and barns used in connection with said premises.

And you are further notified that payment of said sum so due has been and is hereby demanded of you, and that unless payment thereof is made on or before the expiration of FIVE (5) days after service of this notice, your possession of said premises will be terminated.


AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C., a Delaware Limited Liability Company, as Landlord, is hereby authorized to receive said rent so due for the undersigned. ONLY FULL PAYMENT of the rent demanded in this notice will waive the landlord's right to terminate possession under this notice, unless the landlord agrees in writing to continue the possession in exchange for receiving partial payment.

AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C.,

By: 

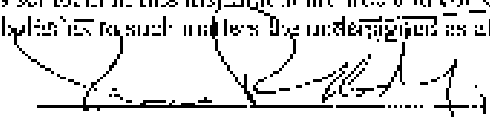
Dated this 16th Day of May, 2022

STATE OF ILLINOIS)
COUNTY OF COOK) ss AFFIDAVIT OF SERVICE

 says that he/she served the foregoing notice on the 16th day of May, 2022, as follows:

- (1) by delivering a copy thereof to the above named tenant
(2) by delivering a copy thereof to _____, a person above the age of 18 years, residing on or in charge of the above described premises.
☒ (3) by sending a copy thereof to said tenant via overnight delivery by a nationally recognized overnight courier to: CBC Restaurant Corp., 12701 Park Central Drive, Suite 1100, Dallas, Texas 75251, Attn: Chief Legal Officer, RE: CBC No. 160 (360 N. Michigan) (Tracking # 776866853483), with a copy to: Property Works, 720 Church St., Decatur, Georgia 30030, Attn: CBC No. 160 (360 N. Michigan) (Tracking # 776867229364)

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as otherwise therein stated to be an information and belief as to such matters the undersigned as aforesaid states that he/she verily believes the same to be true.



Execution Copy

AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C.,

Landlord

TO

CBC RESTAURANT CORP.,

Tenant

Lease

Dated as of December 29, 2017

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SCHEDULE OF EXHIBITS

A	Description of Land of Retail Unit
B-1	Existing Ground Floor Premises
B-2	Concourse/Basement Premises
B-3	Vacated Concourse/Basement Area
B-4	New Ground Floor Premises
C	Landlord's Work
C-1	New Ground Floor Equipment
C-2	New Ground Floor Equipment Location
C-3	Landlord's Work Narrative and Additional Description
D	Building Rules and Regulations
E	Intentionally Omitted
F	Use Restrictions
G	intentionally Omitted
H	Outdoor Seating Area
I	Parking Areas
J	Restricted Zone

LEASE

This LEASE, dated as of December 29, 2017 (the "Effective Date"), between AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C., a Delaware limited liability company ("Landlord") whose address is c/o Angelo, Gordon & Co. L.P., 245 Park Avenue, 24th Floor, New York, New York 10167, and CBC RESTAURANT CORP., a Delaware corporation ("Tenant") whose address is 12700 Park Central Drive, Suite 1300, Dallas, Texas 75251 Arto; Chief Legal Officer.

WITNESSETH

WHEREAS, prior to the Effective Date, 360 North Michigan Trust (predecessor-in-interest to Landlord) leased to Muggiano's/Corner Bakery, Inc. (predecessor-in-interest to Tenant) certain ground floor premises as substantially shown on Exhibit B-1 annexed hereto (the "Original Ground Floor Premises"), and certain concourse/basement floor (lower level) premises as substantially shown on Exhibit B-2 annexed hereto (the "Concourse/Basement Premises"; together with the Original Ground Floor Premises, the "Original Premises"); pursuant to that certain Lease Agreement dated as of May 4, 2000, as amended by that certain First Amendment to Lease Agreement, dated January 19, 2002 (as further amended hereby, the "Original Lease");

WHEREAS, from and after the Commencement Date (as defined in Section 1.02(a)) until the occurrence of the Surrender Date (as defined in Section 15.02(a) below), Landlord is willing to lease to Tenant and Tenant is willing to hire from Landlord, on the terms hereinafter set forth, the Original Premises (it being acknowledged and agreed that the terms and conditions of the Original Lease are hereby of no further force and effect and have been superseded in their entirety by this Lease);

WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to hire from Landlord, on the terms hereinafter set forth, certain new space in the commercial condominium unit more particularly described in Exhibit A annexed hereto (such commercial condominium unit, together with Landlord's interest in all plazas, sidewalks and curbs adjacent thereto are collectively referred to herein as the ("Retail Unit"), which Retail Unit is a part of the building commonly known as and located at 360 North Michigan Avenue, Chicago, Illinois (the "Building");

NOW, THEREFORE, Landlord and Tenant agree as follows:

ARTICLE 1 Premises; Term; Use

1.01 Demise.

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, subject to the terms and conditions of this Lease:

(i) for the period from the Commencement Date to the Surrender Date, the Original Premises;

(ii) for the period from the Surrender Date to the Concourse/Basement Commencement Date (as defined in Section 2.02(f)), the Temporary Concourse/Basement Premises (as defined in Section 15.02(a));

(iii) for the period from the Concourse/Basement Commencement Date through the Expiration Date, the Concourse/Basement Premises (as defined in Section 2.02(f)); and

(iv) for the period from the New Ground Floor Commencement Date (as defined in Section 2.02(e)) through the Expiration Date, the New Ground Floor Premises (as defined in Section 2.02(e)).

As used in this Lease, the "Premises" shall be deemed to mean the Original Premises, the Temporary Concourse/Basement Premises, the Concourse/Basement Premises and/or the New Ground Floor Premises, as such premises are subject to the terms and conditions of this Lease.

1.02 Term.

(a) The term of this Lease (the "Term") shall commence on the January 1, 2018 (the "Commencement Date") and shall end unless sooner terminated or extended as herein provided, on the last day of the calendar month in which occurs the ten (10) year anniversary of the New Ground Floor Rent Commencement Date (as defined in Section 2.02(g)) (such date is hereinafter referred to as the "Expiration Date") (unless the New Ground Floor Rent Commencement Date occurs on the first (1st) day of the month, in which event the Expiration Date shall occur on the day preceding the ten (10) year anniversary of the New Ground Floor Rent Commencement Date).

(b) For purposes of this Lease, the first "Lease Year" shall mean the period commencing on the New Ground Floor Rent Commencement Date and ending on the last day of the month in which shall occur the twelve (12) month anniversary of the New Ground Floor Rent Commencement Date, unless the New Ground Floor Rent Commencement Date shall occur on the first day of the month, in which event the first Lease Year shall end on the day preceding the twelve (12) month anniversary of the New Ground Floor Rent Commencement Date. Each successive "Lease Year" shall be the successive twelve-month period thereafter during the Term.

(c) When the New Ground Floor Rent Commencement Date shall have been determined by Landlord, Tenant shall, upon Landlord's request, execute a statement prepared by Landlord setting forth such dates. Any failure of Tenant to execute such statement shall not affect Landlord's determination of such dates.

1.03 Omitted.

1.04 Use.

(a) Tenant shall use and occupy the Premises (x) primarily as a retail bakery and/or restaurant (which, at Tenant's option, may include off-site (i.e., "to go") delivery or catering services with, at Tenant's option, a related bar and (y) on an ancillary basis, the sale of general merchandise bearing the logo of Tenant's business in the Premises, food preparation and storage, and for no other purpose. In all events the Premises shall be used solely for retail bakery and/or restaurant uses reasonably consistent with that of the other Corner Bakery Cafes located in Chicago, Illinois, as the same are operated on the date of this Lease (the "Michigan Avenue Standard"); provided, however, the operation of the Premises may include more "grub and go" than other Corner Bakery Cafes in Chicago. Subject to the other provisions of this Lease (including all exhibits) and such regulations and procedures as may from time to time be in effect, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

(b) Tenant shall not suffer or permit the Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept in the Premises, which would in any way (i) violate any law or requirement of public authorities or requirement of insurance bodies, (ii) cause structural injury to the Building or any part thereof, (iii) interfere with the normal operation of the HVAC, plumbing, electrical or other mechanical or electrical systems of the Building or the elevators installed therein, (iv) constitute a public or private nuisance, (v) alter the appearance of the exterior of the Building, (vi) affect in any adverse way any portion of the interior of the Building other than the Premises, (vii) interfere with the use or occupancy of any other tenant or occupant of the Building or (viii) create any offensive odors or noise. Notwithstanding any provision to the contrary in this Lease, Landlord acknowledges that some odors and noise are, or will be, emitted during the operation of Tenant's use of the Premises and the same shall not be deemed a nuisance, unreasonable, noxious, objectionable or offensive, or otherwise be deemed a breach of this Lease, provided that Tenant undertakes reasonable actions to minimize such noise or vibrations and in any event are in compliance with the Michigan Avenue Standard. Additionally, Landlord agrees that any noise or vibration resulting from the intended use of standard machinery shall not constitute a nuisance, provided that Tenant undertakes reasonable actions to minimize such noise or vibrations and in any event are in compliance with the Michigan Avenue Standard.

(c) Landlord may adopt any distinctive name to identify the Building or may elect to identify the Building solely by its street address. Tenant shall not use any such distinctive name chosen by Landlord except for the purpose of address identification only, and then only in a manner which will maintain the first-class nature and character of such name.

(d) (i) In no event shall the Premises be used for any of the following: (i) a banking, trust company, or safe deposit business, (ii) a savings bank, a savings and loan association, or a loan company, (iii) the sale of travelers' checks and/or foreign exchange, (iv) a stock brokerage office or for stock brokerage purposes, (v) photographic reproductions and/or offset printing, (vi) an employment or travel agency or airline ticket counter, (vii) a school or classroom, (viii) medical or psychiatric offices, (ix) conduct of an auction, (x) gambling activities, (xi) conduct of obscene, pornographic or similar disreputable activities, (xii) offices of an agency, department or bureau of the United States Government, any state or municipality within the United States or any foreign government, or any political subdivision of any of them, (xiii) offices of any charitable, religious, union or other not-for-profit organization, (xiv) omitted, (xv) offices of any tax exempt entity within the meaning of Section 168(h)(2) of the Internal Revenue Code of 1986, as amended, or any successor or substitute statute, or rule or regulation applicable thereto, or (xvi) omitted. The Premises shall not be used for any purpose which would tend to lower the first-class character of the Building, create unreasonable or excessive elevator or floor loads, impair or interfere with any of the Building operations or the proper and economic heating, ventilation, air-conditioning, cleaning or other servicing of the Building, constitute a public or private nuisance, interfere with, annoy or disturb any other tenant or Landlord, or impair the appearance of the Building.

(ii) In addition, and without limitation of any of the terms and conditions of this Lease, the use of the Premises shall be subject to the restrictions set forth on Exhibit F annexed hereto.

(e) Tenant shall not at any time use or occupy the Premises in violation of the Certificate of Occupancy at such time issued for the Premises or in any manner which would or may result in suspension, cancellation or rescission of the Certificate of Occupancy for the Premises. In the event that any department of any governmental authority having jurisdiction over the Premises shall hereafter contend or declare by notice, violation, order or in any other manner whatsoever that the

Premises are used for a purpose which is a violation of such Certificate of Occupancy, or which would or may result in suspension, cancellation or rescission of such Certificate of Occupancy, Tenant, upon written notice from Landlord or any governmental authority, shall promptly discontinue such use of the Premises. Tenant acknowledges that Landlord makes no representations, warranties or assurances that the Premises are suitable for Tenant's intended use (including, without limitation, the use set forth in Section 1.04(a) hereof).

(f) Tenant acknowledges that Landlord shall suffer irreparable harm by reason of a breach of the provisions of this Section 1.04 and, accordingly, Landlord, in addition to any other remedy that Landlord shall have under this Lease or permitted by law, shall be entitled to seek to enjoin the action, activity or inaction that constitutes, or may constitute, such breach a breach by Tenant.

ARTICLE 2

Rent; Tax Payment; Expense Payment; Security

2.01 Rent.

(a) "Rent" shall consist of Fixed Rent and Additional Charges (as such terms are defined in Sections 2.02 and 2.03).

(b) Notwithstanding anything contained in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated Rent, Fixed Rent or Additional Charges, shall constitute rent for all purposes, including for purposes of Section 502(b)(7) of the Bankruptcy Code.

2.02 Fixed Rent.

(a) From the Commencement Date until the Surrender Date, Tenant shall pay Landlord fixed rent for the Original Premises (the "Original Premises Fixed Rent") at the rate of \$202,800.00 per annum (i.e., \$16,900.00 per month).

(b) From the Surrender Date until the date preceding the New Ground Floor Rent Commencement Date, Tenant shall not pay any fixed rent (or Tax Payments or Expense Payments, as such terms are defined in Sections 2.04 and 2.05) for the Original Ground Floor Premises.

(c) From and after the New Ground Floor Rent Commencement Date, Tenant shall pay fixed rent for the New Ground Floor Premises ("New Ground Floor Fixed Rent") as follows (which sum is based on 2,354 rentable square feet at \$100 per rentable square foot):

<u>Lease Year</u>	<u>Annual New Ground Floor Fixed Rent</u>	<u>Monthly New Ground Floor Fixed Rent</u>
1	\$225,400.00	\$18,783.33
2	\$225,400.00	\$18,783.33
3	\$225,400.00	\$18,783.33
4	\$225,400.00	\$18,783.33
5	\$225,400.00	\$18,783.33

6	\$225,400.00	\$18,783.33
7	\$225,400.00	\$18,783.33
8	\$225,400.00	\$18,783.33
9	\$225,400.00	\$18,783.33
10	\$225,400.00	\$18,783.33

(d) From the Surrender Date until the date preceding the Concourse/Basement Commencement Date (as defined in Section 2.02(f)), Tenant shall pay fixed rent for the Concourse/Basement Premises ("Temporary Fixed Rent") at the rate of \$45,720.00 per annum (i.e., \$3,810.00 per month).

(e) From and after the Concourse/Basement Commencement Date, Tenant shall pay fixed rent for the Concourse/Basement Premises ("New Concourse/Basement Fixed Rent") as follows (which sum is based on 4,143 rentable square feet at \$17.91 per rentable square foot):

<u>Lease Year</u>	<u>Annual New Concourse/Basement Fixed Rent</u>	<u>Monthly New Concourse/Basement Fixed Rent</u>
1	\$74,200.00	\$6,183.33
2	\$74,200.00	\$6,183.33
3	\$74,200.00	\$6,183.33
4	\$74,200.00	\$6,183.33
5	\$74,200.00	\$6,183.33
6	\$74,200.00	\$6,183.33
7	\$74,200.00	\$6,183.33
8	\$74,200.00	\$6,183.33
9	\$74,200.00	\$6,183.33
10	\$74,200.00	\$6,183.33

(f) The Original Premises Fixed Rent, the New Ground Floor Fixed Rent, the Temporary Fixed Rent and the New Concourse/Basement Fixed Rent are known collectively as the "Fixed Rent". Fixed Rent shall be payable by Tenant in equal monthly installments on the first day of each calendar month thereafter; provided, that if the date on which any portion of the Fixed Rent commences is not the first (1st) day of a month, then Fixed Rent for such month shall be prorated and paid on the date on which the payment of such portion commences.

(g) Notwithstanding anything to the contrary contained herein, the payment of New Ground Floor Fixed Rent and Additional Charges shall commence (the "New Ground Floor Rent Commencement Date") on the sooner to occur of:

(i) the day that is one hundred eighty (180) days (the "Rent Abatement Period") following the later to occur of: (x) the Permit Approval Date (as defined in Section 2.02(i)(i)), and (y) the date on which Landlord delivers possession of the ground floor portion of the Premises shown on Exhibit B-2 annexed hereto (the "New Ground Floor Premises"); to Tenant with Landlord's New

Ground Floor Premises Work (as defined in Section 4.01(b)) and referred to on Exhibit C) substantially completed (the "New Ground Floor Commencement Date"), and

(lf) the date upon which Tenant shall first occupy the New Ground Floor Premises for the conduct of business to the public, provided that a "soft opening" period of up to seven (7) during which Tenant trains its employees and serves wholly or partially complimentary meals and beverages to the public prior to opening for general business to the public.

(h) Notwithstanding anything to the contrary contained herein, the payment of New Concourse/Basement Fixed Rent shall commence on the date (the "Concourse/Basement Commencement Date") that Landlord delivers possession of the Vacated Concourse Basement Area (as defined in Section 15.02(a)) to Tenant with Landlord's Concourse/Basement Premises Work (as defined in Section 4.01(b)) and referred to on Exhibit C) substantially completed.

(i) (i) The "Permit Approval Date" shall be the date on which Tenant (or, if applicable, Landlord) obtains from the Building and Zoning Department of Cook County, Illinois (the "Building Department") a building permit for the construction of a restaurant in the Premises which is consistent with the type and design of the interior of a customarily constructed Corner Bakery Cafe restaurant, size and appearance (appropriately adjusted to reflect the actual size of the Premises) of other Corner Bakery Cafe restaurants consistent with the Michigan Avenue Standard (a "Building Permit"). Tenant covenants and agrees to use diligent and good faith efforts to obtain the Building Permit as expeditiously as possible and shall make such modifications to Tenant's plans and specifications as are required by the Building Department to obtain a Building Permit, unless such modifications are not financially feasible or materially adversely affects Tenant's ability to conduct business in the Premises. Without limitation of the foregoing, Tenant covenants and agrees as follows: (x) Tenant make and submit a complete application for the Building Permit (including, without limitation, submission of completed plans and specifications for the Premises in compliance with applicable requirements together with all other required submissions in the form and condition required by the Building Department) on or prior to the date that is sixty (60) days following the Effective Date and shall thereafter continue to use commercially reasonable and diligent efforts to pursue such Building Permit; (y) Tenant shall promptly respond to all inquiries, requests for meetings and additional submissions for meetings from the Building Department and shall schedule any requested meetings as quickly as reasonably possible; and (z) if the Building Department shall request changes in Tenant's plans and specifications, resubmissions or additional information, Tenant shall use reasonable efforts to make and submit the foregoing within five (5) Business Days (and in any event, no later than ten (10) days) of request by the Building Department. Tenant shall keep Landlord regularly apprised of the status of Tenant's application for a Building Permit and shall promptly advise Landlord of material developments respecting the granting or rejecting of Tenant's application for a Building Permit. Upon request from Landlord, Tenant shall provide copies of its submissions and resubmissions to the Building Department. The Permit Approval Date shall be accelerated one (1) day for each day beyond the time periods specified herein that Tenant fails to submit its completed application or requested changes to the Building Department.

(ii) In the event Tenant shall fail to obtain a Building Permit within sixty (60) days of Tenant's submission of Tenant's application for the Building Permit ("Landlord's Building Permit Self-Help Date"), Landlord shall have the option (but no obligation) to seek to obtain a Building Permit on Tenant's behalf and at Landlord's expense.

(iii) Notwithstanding the foregoing, in the event Tenant shall fail to obtain a Building Permit within one hundred eighty (180) days of Landlord's Building Permit Self-Help Date (whether or not Landlord shall have sought to obtain a Building Permit on behalf of Tenant as provided herein),

Landlord shall have the right to terminate this Lease by written notice to Tenant, whereupon neither Landlord nor Tenant shall have any further rights or obligations under this Lease, other than those expressly provided herein to survive the expiration or termination of this Lease.

(h) The Annual New Ground Floor Fixed Rent, the Annual New Concourse/Basement Fixed Rent, Tenant's Tax Share, Tenant's Share, the Tax Payment Cap, the Expense Payment Cap and Landlord's Contribution (as such terms are hereinafter defined) have been determined based on a rentable square footage of 2,254 for the New Ground Floor Premises and a rentable square footage of 4,143 for the Concourse/Basement Premises. Within fifteen (15) days following the occurrence of each of the New Ground Floor Commencement Date and the Concourse/Basement Commencement Date (time being of the essence) Tenant may cause the rentable square footage of each of the New Ground Floor Premises and the Concourse/Basement Premises to be measured, at Tenant's sole cost and expense, by a licensed architect using current methods for measuring rentable area as described in the Standard Method for Measuring Floor Area in Retail Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.5 - 2010) ("2010 BOMA"). If the rentable square footage of either of the New Ground Floor Premises and the Concourse/Basement Premises is found to vary from the rentable square footages listed above, Tenant shall notify Landlord in writing of such measurement. Landlord shall have an opportunity to have the Premises re-measured for purposes of verifying the measurement by Tenant's architect within fifteen (15) days of receipt of notice of Tenant's measurement. If, after Landlord has re-measured the Premises, the parties are unable to reach agreement as to the actual rentable square footage of the New Ground Floor Premises or the Concourse/Basement Premises, Landlord's and Tenant's architect shall promptly appoint an independent third-party architect to measure the New Ground Floor Premises or the Concourse/Basement Premises, as the case may be, in accordance with 2010 BOMA (and if the parties are unable to agree upon such an architect, either party may request that the American Arbitration Association located in Chicago, Illinois appoint such architect). The measurement by such third-party architect shall be binding on Landlord and Tenant. If the determination of such third party architect shows an increase in the square footage for either of the New Ground Floor Premises or the Concourse/Basement Premises, there shall be no change to the Annual New Ground Floor Fixed Rent, the Annual New Concourse/Basement Fixed Rent, Tenant's Tax Share, Tenant's Share, the Tax Payment Cap, the Expense Payment Cap and/or Landlord's Contribution. If the determination of such third party architect shows a decrease in the square footage for either of the New Ground Floor Premises or the Concourse/Basement Premises, (x) the Annual New Ground Floor Fixed Rent, the Annual New Concourse/Basement Fixed Rent, Tenant's Tax Share, Tenant's Share, the Tax Payment Cap, the Expense Payment Cap and/or Landlord's Contribution, as the case may be, shall be accordingly reduced; and (y) if such decrease has a demonstrated adverse effect (other than to a de minimis effect) on Tenant's kitchen or seating area, Landlord shall reconstruct the applicable portion of Landlord's Work so as to conform to the applicable square footage set forth herein. The fees for such third-party architect shall be shared equally by the parties. The fees of each party's architect shall be paid by the respective parties.

2.03 Additional Charges.

"Additional Charges" means Tax Payments, Expense Payments, and all other sums of money, other than Fixed Rent, at any time payable by Tenant under this Lease, all of which Additional Charges shall be deemed to be rent.

2.04 Tax Payments.

(a) "Taxes" means (i) the real estate taxes, vault taxes, assessments and special assessments levied, assessed or imposed upon or with respect to the Retail Unit during the Term by any

federal, state, municipal or other government or governmental body or authority (including, without limitation, any taxes, assessments or charges imposed upon or against the Retail Unit, Landlord or the owner of the Retail Unit), and (ii) any reasonable out of pocket expenses incurred by Landlord in contesting such taxes or assessments and/or the assessed value of the Retail Unit, which expenses shall be allocated to the Tax Year to which such expenses relate up to the net amount of any savings in Taxes. "Taxes" shall specifically exclude franchise taxes, estate taxes, inheritance taxes, succession taxes, capital stock taxes, transfer taxes and any federal and state taxes on the income of Landlord from the operation of the Building. If at any time the method of taxation shall be altered so that in lieu of or as an addition to or as a substitute for, the whole or any part of such real estate taxes, assessments and special assessments now imposed on real estate, there shall be levied, assessed or imposed (x) a tax, assessment, levy, imposition, fee or charge wholly or partially as a capital levy or otherwise on the rents received therefrom, or (y) any other additional or substitute tax, assessment, levy, imposition, fee or charge, including, without limitation, business improvement district and transportation taxes, fees and assessments, then all such taxes, assessments, levies, impositions, fees or charges or the part thereof so measured or based shall be included in "Taxes". If the owner, or lessee under a Superior Lease (as defined in Section 6.01(a)) of all or any part of the Building and/or the Land is an entity exempt from the payment of taxes described in clauses (i) and (ii), there shall be included in "Taxes" the taxes described in clauses (i) and (ii) which would be so levied, assessed or imposed if such owner or lessee were not so exempt and such taxes shall be deemed to have been paid by Landlord on the dates on which such taxes otherwise would have been payable if such owner or lessee were not an exempt. Except as permitted in this Section 2.04(a), "Taxes" shall not include any franchise, capital stock or transfer tax. Taxes shall be calculated without taking into account any penalties or interest that the applicable governmental authority imposes for the late payment of such real estate taxes or assessments, provided Tenant timely pays its Tax Payment hereunder. Any tax abatement, incentive or other concession, for capital investment, development, employment at the Retail Unit or for any other reason, or which shall apply to the Retail Unit or to which Landlord or the Retail Unit shall be entitled, shall accrue solely for the benefit of Landlord and shall be disregarded for purposes of this Article 2 to the extent that accounting for the same would have reduced the amount payable by Tenant under this Article 2.

(b) "Tax Year" means each period of twelve (12) months, commencing on the first day of July of each such period, in which occurs any part of the Term, or such other period of twelve (12) months occurring during the Term as hereafter may be adopted as the fiscal year for real estate tax purposes of the City of Chicago.

(c) "Tenant's Tax Share" means 9.16%. The foregoing Tenant's Share was obtained by dividing 2,254 (i.e., the rentable square footage of the New Ground Floor Premises) by 24,613 (i.e., the rentable square footage of the Retail Unit excluding the concourse/basement level). In the event the rentable area of the Retail Unit shall be increased or decreased, Tenant's Tax Share shall be equitably adjusted to account for such change.

(d) Tenant shall pay to Landlord (each, a "Tax Payment") Tenant's Tax Share of the Taxes for each Tax Year. Landlord may furnish to Tenant, prior to the commencement of each Tax Year, a statement setting forth Landlord's reasonable estimate of the Tax Payment for such Tax Year. Tenant shall pay to Landlord on the first day of each month during such Tax Year, an amount equal to one-twelfth (1/12th) of Landlord's estimate of the Tax Payment for such Tax Year. If Landlord shall not furnish any such estimate for a Tax Year or if Landlord shall furnish any such estimate for a Tax Year subsequent to the commencement thereof, then (i) until the first day of the month following the month in which such estimate is furnished to Tenant, Tenant shall pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 2.04(d) in respect of the last month of the preceding Tax Year; (ii) after such estimate is furnished to Tenant, Landlord

shall notify Tenant whether the installments of the Tax Payment previously made for such Tax Year were greater or less than the installments of the Tax Payment to be made in accordance with such estimate, and (x) if there is a deficiency, Tenant shall pay the amount thereof within thirty (30) days after demand therefor, or (y) if there is an overpayment, Landlord shall refund to Tenant the amount thereof; and (iii) on the first day of the month following the month in which such estimate is furnished to Tenant and monthly thereafter throughout such Tax Year, Tenant shall pay to Landlord an amount equal to one-twelfth ($1/12^{th}$) of the Tax Payment shown on such estimate. Landlord may, during each Tax Year, furnish to Tenant a revised statement of Landlord's estimate of the Tax Payment for such Tax Year, and in such case, the Tax Payment for such Tax Year shall be adjusted and paid or refunded as the case may be, substantially in the same manner as provided in the preceding sentence. After the end of each Tax Year Landlord shall furnish to Tenant a statement of Tenant's Tax Payment for such Tax Year (and shall endeavor to do so within one hundred eighty (180) days after the end of each Tax Year). If such statement shall show that the sums paid by Tenant, if any, under Section 2.04(d) exceeded the Tax Payment to be paid by Tenant for the applicable Tax Year, Landlord shall refund to Tenant the amount of such excess; and if such statement shall show that the sums so paid by Tenant were less than the Tax Payment to be paid by Tenant for such Tax Year, Tenant shall pay the amount of such deficiency within thirty (30) days after demand therefor. If there shall be any increase in the Taxes for any Tax Year, whether during or after such Tax Year, or if there shall be any decrease in the Taxes for any Tax Year, the Tax Payment for such Tax Year shall be appropriately adjusted and paid or refunded, as the case may be, in accordance herewith.

(e) If Landlord shall receive a refund of Taxes for any Tax Year, Landlord shall pay to Tenant Tenant's Tax Share of the net refund (after deducting from such refund the costs and expenses of obtaining the same, including, without limitation, appraisal, accounting and legal fees, to the extent that such costs and expenses were not included in the Taxes for such Tax Year); provided, that such payment to Tenant shall in no event exceed Tenant's Tax Payment paid for such Tax Year.

(f) In any case provided in Section 2.04 in which Tenant is entitled to a refund, Landlord may, in lieu of making such refund, credit against future installments of Rent any amounts to which Tenant shall be entitled. Nothing in this Article 2 shall be construed so as to result in a decrease in the Fixed Rent. If this Lease shall expire before any such credit shall have been fully applied, then (provided Tenant is not in default under this Lease) Landlord shall refund to Tenant the unapplied balance of such credit.

(g) Landlord's failure to render or delay in rendering any statement with respect to any Tax Payment or installment thereof shall not prejudice Landlord's right to thereafter render such a statement, nor shall the rendering of a statement for any Tax Payment or installment thereof prejudice Landlord's right to thereafter render a corrected statement therefor.

(h) Landlord and Tenant confirm that the computations under this Article 2 are intended to constitute a formula for agreed rental escalation and may or may not constitute an actual reimbursement to Landlord for Taxes and other costs and expenses incurred by Landlord with respect to the Retail Unit.

(i) Each Tax Payment in respect of a Tax Year which begins prior to the date on which Tenant's Tax Payments commence or ends after the expiration or earlier termination of this Lease, and any tax refund pursuant to Section 2.04(e), shall be prorated to correspond to that portion of such Tax Year occurring within the Term.

(j) Notwithstanding anything to the contrary herein, for the first (1st) three (3) Lease Years the Tax Payment shall not exceed the Tax Payment Cap (as hereinafter defined). As used herein, the "Tax Payment Cap" shall mean \$38,543.40 per annum (which sum is based on 2,254 rentable square feet at \$17.10 per rentable square feet).

(k) The parties agree that Tenant shall not get the benefit of any real estate tax exemption or abatement obtained by Landlord in respect of the Retail Unit under the so-called "Class L" designation for historic properties (the "Class L Benefit") and accordingly that "Taxes" for any Tax Year during the Term shall not be reduced by any exemption or abatement available to Landlord for that Tax Year on account of the Class L Benefit. Tax Year amounts shall be determined for purposes of the computation of Tenant's Tax Payment for each Tax Year so as to reflect the Taxes which would have been in effect for such Tax Year had the Class L Benefit not been available in that Tax Year.

(l) In addition and without limitation of the foregoing, Tenant shall pay any business, rent or other taxes that are now or hereafter levied upon Tenant's use or occupancy of the Premises, the conduct of Tenant's business at the Premises or Tenant's equipment, fixtures or personal property. In the event that any such taxes are enacted, changed or altered so that any of such taxes are levied against Landlord or the mode of collection of such taxes is changed so that Landlord is responsible for collection or payment of such taxes, Tenant shall pay any and all such taxes to Landlord upon written demand from Landlord. Upon Tenant's request, Landlord shall provide a reasonably detailed calculation as to the determination of such taxes.

2.05 Expense Payment.

Tenant shall pay to Landlord, as Additional Charges, operating expense escalations in accordance with this Article:

(a) For the purpose of this Section 2.05, the following definitions shall apply:

(i) The term "Tenant's Share" means 9.16%. The foregoing Tenant's Share was obtained by dividing 2,254 rentable square feet (i.e., the rentable square footage of the New Ground Floor Premises, excluding the Concourse/Basement Premises) by 24,613 (i.e., the rentable square footage of the Retail Unit excluding the concourse/basement level). In the event the rentable area of the Retail Unit shall be increased or decreased, Tenant's Share shall be equitably adjusted to account for such change.

(ii) The term "Expenses" shall mean (i) the total of all the costs and expenses incurred or borne by Landlord with respect to procuring and maintaining in respect of the Retail Unit (as the same is allocated to the portions of the Building established solely for the use and occupancy of retail tenants): comprehensive all risk insurance on the Retail Unit and the personal property contained therein or thereon; commercial general liability insurance against claims for personal injury, bodily injury, death or property damage, occurring upon, in or about the Retail Unit; extended coverage, boiler and machinery, sprinkler, apparatus, rental, business income and plate glass insurance; owner's contingent or protective liability insurance; workers' compensation and employer's liability insurance; insurance against acts of terrorism (including, without limitation, bio-terrorism), environmental/pollution insurance, earthquake insurance, flood insurance and any insurance required by a mortgagee, (ii) the total of all the costs and expenses incurred or borne by Landlord with respect to electric current for the common areas of the Retail Unit and operation of the Retail Unit's systems, the cost of oil, steam or gas

furnished to the Retail Unit, the cost of operating, maintaining and repairing the Retail Unit's HVAC systems, and any and all taxes or other impositions imposed with regard thereto, and (iii) the total of all the costs and expenses incurred or borne by Landlord with respect to the operation and maintenance of the Retail Unit and the services provided tenants therein, including, but not limited to, the costs and expenses incurred for and with respect to: office expenses; telephone and data expenses; music expenses; water rates, sewer rents, and the central shared grease trap; cleaning of common areas, by contract or otherwise; window washing (interior and exterior); elevators, escalators; porters and matron service; protection and security; common area decoration; repairs, replacements and improvements which are appropriate for the continued operation of the Retail Unit as a first-class building; maintenance; management fees; condominium common charges and/or assessments and any other charges payable under the CC&R (as defined in Section 6.01(c)); painting of non-tenant areas; supplies; wages, salaries, disability benefits, pensions, hospitalization, retirement plans and group insurance respecting employees of the Retail Unit up to and including the building manager; uniforms and working clothes for such employees and the cleaning thereof and expenses imposed pursuant to law or to any collective bargaining agreement with respect to such employees; workmen's compensation insurance; payroll, social security; unemployment and other similar taxes with respect to such employees; and association fees or dues.

(b) Provided, however, that the foregoing Expenses shall exclude or have deducted from them (as allocated to the portions of the Building established solely for the use and occupancy of retail tenants), as the case may be and as shall be appropriate:

(1) leasing commissions; (2) managing agents' fees or commissions in excess of the rates then customarily charged by owner/operators for building management for buildings of like class and character; (3) salaries, wages and benefits to personnel above the grade of building manager; (4) expenditures for capital improvements; (5) amounts received by Landlord through proceeds of insurance to the extent the proceeds are compensation for expenses which were previously included in Expenses hereunder; (6) cost of repairs or replacements incurred by reason of fire or other casualty to the extent to which Landlord is compensated therefor through proceeds of insurance, or caused by the exercise of the right of eminent domain; (7) advertising and promotional expenditures; (8) legal fees for disputes with tenants and legal and auditing fees, other than legal and auditing fees reasonably incurred in connection with the maintenance and operation of the Retail Unit or in connection with the preparation of statements required pursuant to Additional Charges or lease escalation provisions; (9) the incremental cost of furnishing services such as overtime HVAC to any tenant at such tenant's expense; costs incurred in performing work or furnishing services for individual tenants (including this Tenant) at such tenant's expense; and costs of performing work or furnishing services for tenants other than this Tenant at Landlord's expense to the extent that such work or service is in excess of any work or service Landlord is obligated to furnish to this Tenant at Landlord's expense; (10) amounts received by Landlord through proceeds of insurance to the extent the proceeds are compensation for expenses which were previously (or would subsequently be) included in Operating Expenses hereunder; (11) legal fees for disputes with tenants (but not legal fees reasonably incurred in connection with the maintenance and operation of the Building and Retail Unit); (12) any rent, additional rent or other charge under any ground leases or under Superior Leases; (13) costs to remove Hazardous Materials from the Building; (14) principal and interest payments, "points" and fees and other costs incurred in connection with any financing or refinancing of the Retail Unit or any portion thereof; (15) depreciation; (16) tap fees, development and sewer connection fees which are for the benefit of a specific tenant; (17) fines or penalties for the late payment of real estate taxes (provided Tenant has timely made its Tax Payments); (18) reserves; (19) cost with respect the foundation or structural or load bearing walls and columns of the Building; (20) costs incurred as a direct result of actions of another tenant in the Building; (21) cost related defects in construction of the Building incurred prior to the date hereof; (22) costs incurred due to any remedial or compliance measures taken with respect to the Americans With Disabilities Act; (23) costs incurred by

Landlord as a result of casualty loss or condemnation; (24) any subsequent capital improvement, renovation or addition except as specifically set forth herein; (25) Landlord's general off-site overhead; (26) advertising expenses; (27) real estate commissions; (28) leasing salaries and expenses; (29) property insurance premiums on any buildings owned by Landlord other than the Building; (30) any cost maintain and operate other portions of the Building that are not part of the Retail Unit; (31) charges relating to enforcement of leases including, without limitation, any such tenant's failure to pay its proportionate share of Expenses; (32) repair, maintenance and replacement of any and all elevators in the Building, (except for the service elevator servicing the Premises); (33) general maintenance and janitorial (except for the cost of the day porter) for office space in the Building and the lobby; (34) trash removal; and/or (35) extermination costs.

(c) omitted

(d) (i) Tenant shall pay to Landlord, as Additional Charges for each calendar year, in the manner hereinafter provided, an amount equal to the Tenant's Share of the Expenses for such calendar year (such amount being hereinafter called the "Expense Payment"). Notwithstanding anything to the contrary herein, for the first (1st) Lease Year, the Expense Payment shall not exceed the Expense Payment Cap (as hereinafter defined). As used herein, the "Expense Payment Cap" shall mean \$11,405.24 (which sum is based on 2,254 rentable square feet at \$5.06 per rentable square foot).

(ii) Notwithstanding anything to the contrary herein, Tenant's Expense Payment for any calendar year shall have excluded therefrom any Controllable Expenses (as hereinafter defined) in excess of one hundred five percent (105%) of the previous calendar year's Controllable Expenses. "Controllable Expenses" shall mean all Expenses other than Taxes, utility costs and insurance costs.

(e) Following the expiration of each calendar Year and after receipt of necessary information and computations from Landlord's accountant, Landlord shall submit to Tenant a statement or statements, as hereinafter described, setting forth the Expenses for the preceding calendar year, and the Expense Payment, if any, due to Landlord from Tenant for such calendar year. The rendition of any such statement to Tenant shall constitute prima facie proof of the accuracy thereof and, if such statement shows an Expense Payment due from Tenant to Landlord with respect to the preceding calendar year, then (i) Tenant shall make payment of any unpaid portion thereof within thirty (30) days after receipt of such statement; and (ii) Tenant shall also pay Landlord, as Additional Charges within thirty (30) days after receipt of such statement, an amount equal to the product obtained by multiplying the Expense Payment for the calendar year, by a fraction, the denominator of which shall be twelve (12) and the numerator of which shall be the number of months of the current calendar year which shall have elapsed prior to the first day of the month immediately following the rendition of such statement; and (iii) Tenant shall also pay to Landlord, as Additional Charges, commencing as of the first day of the month immediately following the rendition of such statement and on the first day of each month thereafter until a new statement is rendered an amount equal to one-twelfth (1/12th) of the total Expense Payment for the preceding calendar year. The aforesaid monthly payments based on the total Expense Payment for the preceding calendar year shall from time to time be adjusted to reflect, if Landlord can reasonably so estimate, known increases in rates or cost for the current calendar year applicable to the categories involved in computing Expenses, whenever such increases become known prior to or during such current calendar year. The payments required to be made under (ii) and (iii) above shall be credited toward the Expense Payment due from Tenant for the then current calendar year, subject to adjustment as and when the statement for such calendar year is rendered by Landlord. Notwithstanding anything herein to the contrary, in the event that Landlord has not delivered a statement or statements, as described above, setting forth the Taxes or Expenses for a particular Tax Year or calendar year, as the case may be, within

two (2) years after the expiration of the applicable Tax Year or calendar year, Landlord shall be deemed to have waived its right to submit such statement for such applicable Tax Year or calendar year.

(f) (i) The statements of the Taxes and Expenses to be furnished by Landlord as provided above shall constitute a final determination as between Landlord and Tenant of the Expenses for the periods represented thereby, except as provided in Section 2.05(f)(ii). Pending the resolution of any such dispute, Tenant shall pay the Additional Charges to Landlord in accordance with the statements furnished by Landlord.

(ii) Landlord shall grant Tenant (together with its legal counsel or an independent certified public accountant retained by Tenant) reasonable access to so much of Landlord's books and records as may be required for the purposes of verifying the Taxes and Expenses incurred for the Tax Year or calendar year, as the case may be, then just ended (hereinafter, an "Audit") during normal business hours at the place where they are regularly maintained, for a period of two (2) years following the expiration of the applicable Tax Year or calendar year, provided and on the express condition that: (a) notice is given by Tenant in a timely fashion under Section 2.05(g)(i), (b) all Additional Charges are paid by Tenant to Landlord in accordance with the statements furnished to Tenant under this Section, (c) the person examining Landlord's books and records (or the employer thereof) is not a person who is paid based in whole or in part on the amount of any reduction of the payment resulting from the examination or any other so called "contingency fee" basis, and (d) Tenant, its legal counsel and its accountants shall execute a commercially reasonable confidentiality agreement prior to the time access to Landlord's books and records is given. Tenant shall pay for the cost of such audit unless the audit shall disclose either Taxes or Expenses paid by Tenant were three percent (3%) or more in excess of actual Taxes or actual Expenses, as the case may be, in which case Landlord shall promptly pay to Tenant the reasonable cost of such audit in addition to the overpayment in Taxes or Expenses, as the case may be. Nothing herein shall prohibit Tenant's contingency fee-based vendor known as "Property Works" from requesting, on behalf of Tenant, information regarding the calculation of Taxes or Expenses to which Tenant is otherwise entitled under this Lease; provided that such firm (or any other firm not complying with the terms of this Paragraph (ii)) may not conduct an audit.

(g) In no event shall the Fixed Rent under this Lease be reduced by virtue of this Section 2.05.

(h) Landlord's and Tenant's obligation to make the adjustments referred to in this Section 2.05 shall survive any expiration or termination of this Lease.

(i) Any delay or failure of Landlord in billing any charge hereinabove provided shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such charge hereunder.

2.06 Utility Charges.

(a) Subject to completion of Landlord's Work, Landlord shall permit Tenant to receive electrical and gas service directly from the public utility currently supplying such service to the Building and shall permit the existing feeders, risers, wiring and other facilities serving the Premises to be used by Tenant for such purposes to the extent that they are available, suitable and safe. Subject to completion of Landlord's Work, as a condition of Tenant's occupancy of the Premises, Tenant shall, at

its sole cost and expense, install any necessary meters or submeters, panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain such electrical or gas service.

(b) Tenant's use of electric current or gas in the Premises shall not at any time exceed the capacity of any of the electrical conductors, feeders or risers and equipment in the Building or otherwise serving the Premises. Any alterations made by Tenant to the electrical or gas systems of the Building shall be deemed to be Alterations and shall be subject to all of the terms and conditions of this Lease, including, without limitation, the requirement that Tenant obtain Landlord's prior written consent with respect thereto.

(c) Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of any utility current furnished to the Premises or for any loss or damage or expense which Tenant may sustain or incur if either the said supply or character of such utility either fails or changes or is no longer available for Tenant's requirements.

(d) In the event Tenant shall fail to receive the aforesaid utilities as a result of the negligence or willful misconduct of Landlord or its agents, contractors or employees, then provided (i) such failure was not caused by the acts or omissions of Tenant, its agents, contractors or employees, (ii) such failure is not the result of legal requirements or force majeure conditions, (iii) such failure continues for a period of at least two (2) consecutive calendar days following the giving of written notice from Tenant to Landlord, (iv) the remedying of such failure is within Landlord's control, (v) such failure materially impairs Tenant's access to or use of the Premises and as a result thereof Tenant actually vacates and closes the Premises for business during such period, and (vi) Tenant is not in default under this Lease, then Tenant's Fixed Rent and Additional Charges hereunder shall be abated for each day beyond such second consecutive calendar days that such failure continues.

2.07 Manner of Payment.

Tenant shall pay all Rent as the same shall become due and payable under this Lease (a) in the case of Fixed Rent and recurring Additional Charges, by check or wire transfer of immediately available federal funds as directed by Landlord, and (b) in the case of all other sums, either by wire transfer as aforesaid or by check (subject to collection) drawn on a New York Clearing House Association member bank, in each case at the times provided herein without notice or demand and without setoff (except as otherwise expressly set forth in this Lease) or counterclaim (except compulsory counterclaims). All Rent shall be paid in lawful money of the United States to Landlord at such address as Landlord may from time to time designate. If Tenant fails timely to pay any Rent within ten (10) days of when due, Tenant shall pay interest thereon from the date when such Rent became due to the date of Landlord's receipt thereof at the lesser of (i) 1 1/2% per month or portion thereof and (ii) the maximum rate permitted by law, and shall pay a late charge equal to five percent (5%) of the amount not timely paid. For the first time in any twelve (12) month period that Tenant has failed to pay any such Rent, neither such interest charge nor such late charge shall apply unless Tenant has failed to make such payments within ten (10) days after the same is due. Any Additional Charges for which no due date is specified in this Lease shall be due and payable on the thirtieth (30th) day after the date of invoice. All bills, invoices and statements rendered to Tenant with respect to this Lease shall be binding and conclusive on Tenant unless, within two (2) year after receipt of same, Tenant notifies Landlord that it is disputing same and conducts the Audit.

ARTICLE 3 **Services; Repairs and Maintenance**

3.01 Services Generally.

(a) Landlord shall not have any obligation to provide any services to Tenant except as expressly provided in this Lease ("Landlord Services").

(b) As used herein or in the body of this Lease, (i) the term "Business Days" shall mean such Mondays, Tuesdays, Wednesdays, Thursdays and Fridays as do not fall on the days celebrated as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day or Christmas, or on which comparable first-class office buildings in Chicago, Illinois are now or hereafter closed; and (ii) the term "Business Hours" shall mean the hours between 8:00 A.M. and 6:00 P.M. on Business Days.

3.02 Heat and Air Conditioning.

Landlord acknowledges that Landlord shall supply heat and air conditioning equipment to the Premises as part of Landlord's Work, subject to and in accordance with the terms of this Lease respecting Landlord's Work. Landlord shall supply chilled water to the Premises and Tenant shall pay, as an Additional Charge within thirty (30) days of Landlord's demand, Landlord's cost therefor without markup.

3.03 Cleaning.

Tenant is solely responsible for ensuring (i) that the Premises are timely maintained and remain clean and orderly at all times, (ii) that all refuse and rubbish is removed from the Premises in a timely fashion, and (iii) that all waste and garbage is disposed of in the garbage disposal area reasonably designated by Landlord. The garbage disposal area presently used by Tenant under the Original Lease is approved.

3.04 Water.

All water consumed in the Premises shall be metered by separate meters or submeters (and any submeters shall be installed by Landlord and maintained by Tenant) and Tenant shall be solely responsible for the cost of the water (including heating thereof) consumed in the Premises during the Term and any sewer use charges resulting therefrom. Tenant, at Tenant's sole cost and expense, shall be responsible for the maintenance and repair of all water meters or submeters serving the Premises during the Term. Payment for water services consumed at the Premises shall be made by Tenant directly to the public utility supplying same (if directly metered) or to Landlord (if submetered). Landlord shall not charge Tenant a rate for any utility in excess of the rate Landlord pays the supplier of the service without any markup.

3.05 Elevators.

As part of Landlord's Concourse/Basement Premises Work (as defined in Section 4.01(b) below), Landlord, at its expense, shall construct a service elevator (the "Retail Service Elevator") serving the Premises and the restaurant/retail premises located on the second floor of the Building, as well as other retail tenants and invitees in the Building. Prior to the completion of the Retail Service Elevator, Tenant shall have a temporary license to reasonably utilize "Elevator E-1" to transport items from the Concourse/Basement Premises to the New Ground Floor Premises on a periodic basis at reasonable times throughout the day until the Retail Service Elevator is completed as part of Landlord's

New Concourse/Basement Work. From and after the completion of the Retail Service Elevator, Tenant's temporary license to use Elevator E-1 shall be automatically terminated. Landlord consents to the use by Tenant's invitees of the elevators in the hotel to access the restrooms on the concourse/basement level (although nothing herein shall be deemed to be a representation by Landlord that Tenant's invitees shall be entitled to use such elevators).

3.06 General Provisions.

Landlord reserves the right, without any liability to Landlord, except as otherwise expressly provided in this Lease, to stop operating any of Landlord Services or other building systems serving the Premises, and to stop the rendition of any of the other services required of Landlord under this Lease, whenever and for so long as may reasonably be required by reason of alterations or improvements, accidents, emergencies, strikes, the making of repairs, or changes which Landlord is required by this Lease or by law to make or in good faith deems necessary, by reason of difficulty in securing proper supplies of fuel, gas, steam, water, electricity, labor or supplies, or by reason of any other cause beyond Landlord's reasonable control. Landlord shall take reasonable steps to minimize any inconvenience to Tenant in connection with such stoppage; provided, however, the foregoing shall not require Landlord to perform any such repairs or changes on an overtime or premium basis.

3.07 Landlord's Repair and Maintenance.

Except as otherwise provided in this Lease, Landlord shall, throughout the Term, keep and maintain in good order, condition and repair, the following (which work shall be performed in compliance with laws):

(a) the roof, the exterior and load bearing walls (excluding the façade and exterior windows), the foundation, the structural floor slabs and other structural elements of the Building; and

(b) the common facilities of the Building, including heating, plumbing and other Building systems and equipment servicing the Premises (other than any supplementary or accessory HVAC, and telecommunication/computer systems and/or any item of such equipment exclusively serving the Premises) to the perimeter of the Premises.

Landlord shall not be responsible to make any improvements or repairs to the Building or the Premises other than as expressly provided in this Section 3.07, unless expressly otherwise provided in this Lease. Tenant shall promptly give Landlord notice of any damage to the Premises or the Building (whether or not caused by Tenant) or of any defects in any portion thereof or in any fixtures or equipment therein promptly after Tenant first learns thereof. In making any repairs, alterations, additions or improvements in the Premises, Landlord shall, use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises; provided, however, that Landlord shall have no obligation to employ contractors or labor at so-called overtime or other premium pay rates or to incur any other overtime costs or expenses whatsoever.

3.08 Tenant's Repair and Maintenance.

(a) Tenant covenants and agrees that, from and after the date that possession of the Premises is delivered to Tenant and until the end of the Term, Tenant, at its expense, will keep neat and clean and maintain in good order, condition and repair the Premises and every part thereof (including, without limitation, exterior façades and windows), and will make all required repairs thereto and/or replacements of portions thereof (including, without limitation, any wiring, pipes or conduits located

within the Premises that exclusively service the Premises), excepting only for those repairs or replacements for which Landlord is responsible under the terms of Section 3.07 of this Lease. Tenant shall not permit or commit any waste, and, notwithstanding anything to the contrary set forth in Section 3.07 and subject to the waiver of subrogation set forth in Section 7.03 below). Tenant shall be responsible for the cost of all repairs and replacements to the Premises, the Building and the facilities of the Building, whether ordinary or extraordinary, structural or, non-structural, when necessitated by Tenant's, or its subtenant's or assignee's, moving property in or out of the Building or installation or removal of furniture, fixtures or other property or by the performance by Tenant, or its subtenant or assignee, of any alterations or other work in the Premises, or when necessitated by the acts, omission, misuse, neglect or improper conduct of Tenant, its assignee or subtenant, or its or their agents, employees, contractors or invitees (i.e., customers of Tenant only while in the Premises) or the use or occupancy or manner of use or occupancy of the Premises other than in accordance with the terms of this Lease. All of said repairs and any restorations or replacements required in connection therewith shall be of a quality and class at least equal to the original work or installations and shall be done in a good and workmanlike manner to the reasonable satisfaction of Landlord.

(b) If repairs or replacements are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and (except in cases of emergency, where no notice or demand shall be required) if Tenant refuses or neglects to commence such repairs or replacements within twenty (20) days after such demand or to complete the same with reasonable diligence thereafter, Landlord may (but shall not be required to do so) make or cause such repairs or replacements to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. If Landlord makes or causes such repairs or replacements to be made, Tenant agrees that Tenant will forthwith, pay to Landlord as Additional Charges within thirty (30) days of Landlord's demand therefor, the cost thereof, together with interest thereon at the Interest Rate.

(c) Subject to the terms hereinafter provided, Tenant shall clean and maintain the "black iron" ductwork in the Building connected to Tenant's equipment in the Ground Floor Premises and any scrubber or similar cleaning equipment installed by Landlord as part of Landlord's Work in accordance with a commercially customary cleaning and maintenance standard. Landlord shall reimburse to Tenant its reasonable out of pocket costs incurred in connection therewith ("Tenant's Venting Maintenance Costs") within thirty (30) days of Tenant's request therefor and submission to Landlord of invoices evidencing such cost. If Landlord fails to pay to Tenant any amount of the Tenant's Venting Maintenance Costs on or before the date on which the same is due and payable to Tenant under this Section 3.08(c), and provided that such failure continues for 30 days after Tenant notifies Landlord of such failure (which notice shall contain a legend in not less than 14 point font bold upper case letters as follows: **"THIS IS A NOTICE OF A CLAIMED OFFSET RIGHT GIVEN IN ACCORDANCE WITH SECTION 3.08(C) OF THE LEASE"**), then Tenant may set off such amount against the next installments of Rent coming due under this Lease. Landlord shall have the right within such 30-day period to deliver written notice to Tenant that Landlord disputes, in good faith, Tenant's entitlement to the amount claimed by Tenant, together with a reasonably detailed explanation of the reasons therefor. If Landlord fails to deliver such written notice to Tenant within such 30-day period, Landlord shall be deemed to have accepted Tenant's entitlement to the amount claimed by Tenant. In the event Landlord does deliver such written notice to Tenant within such 30-day period as provided above, the parties shall, in good faith, resolve such dispute(s) in a timely manner. Either party may submit any such dispute that remains unresolved for more than 30 days to the American Arbitration Association located in Chicago, Illinois. Any other dispute with respect to the payment of the Landlord's Contribution shall also be resolved by arbitration. If any such dispute is resolved in favor of Tenant, then the amount in dispute

shall be paid to Tenant within 10 days after the determination of the arbitrator, failing which Tenant may give to Landlord 5 Business Days' notice of Tenant's intent to offset the amount due to Tenant against the next installments of Rent due under this Lease (which notice shall contain a legend in not less than 14 point font bold upper case letters as follows: "THIS IS A NOTICE OF A CLAIMED OFFSET RIGHT GIVEN IN ACCORDANCE WITH SECTION 3.08(C) OF THE LEASE") and if Landlord does not, within such 5 Business Day period, pay such amount to Tenant, then Tenant may set off such amount against the next installments of Rent coming due under this Lease.

ARTICLE 4

Leasehold Improvements; Tenant Covenants

4.01 "As-Is" Condition; Landlord's Work.

(a) On the Commencement Date, Tenant shall accept the Premises in its "AS IS" condition on such date, including, without limitation, all fixtures, furniture, and equipment therein, and Landlord is not making any representation regarding the ownership or condition (or any other matter) relating to such fixtures, furniture, and/or equipment, and Landlord shall not be required to perform any work, pay any work allowance or any other amount or render any services to make the Premises ready for Tenant's use and occupancy, subject only to Landlord's performance of Landlord's Work (as defined below).

(b) Landlord, at Landlord's expense, shall perform or cause to be performed (i) the work with respect to the New Ground Floor Premises as provided for in Exhibit C ("Landlord's New Ground Floor Premises Work") and (ii) the work with respect to the Concourse/Basement Premises as provided for in Exhibit C ("Landlord's Concourse/Basement Premises Work"); together with Landlord's New Ground Floor Premises Work, collectively "Landlord's Work", each as more particularly described on Exhibit C annexed hereto in accordance with the provisions thereof. Landlord's Work shall be deemed to have been substantially completed on the date upon which Landlord's Work has been completed, other than (i) minor details or adjustments, and (ii) items which, in accordance with good construction practice, should be performed after completion of Tenant's initial Alterations. In the event Tenant takes possession of the Premises for the performance of Alterations or for any other reason during Landlord's performance of Landlord's Work, Landlord and Tenant agree to cooperate with each other and to not unreasonably interfere with the performance of Landlord's Work and any of Tenant's initial Alterations to the Premises. Tenant acknowledges that Landlord, at Landlord's expense, may temporarily remove and/or relocate Tenant's property and equipment existing on the date hereof in portions of the Concourse/Basement Premises into the Temporary Concourse/Basement Premises during the performance of Landlord's Work as provided for in Exhibit C (provided Landlord shall reinstall such property and/or equipment to its original location upon the completion of such work), Tenant hereby accepts such conditions as modifications and limitations on its right to use the Premises, and hereby waives any and all claims for damages to its property or its business which may be caused by the effects of any such work. All initial improvements which do not constitute Landlord's Work shall constitute Alterations and shall be performed by Tenant at Tenant's expense in accordance with Section 4.02, and any applicable provisions of this Lease. Notwithstanding anything to the contrary set forth herein, Landlord agrees that in no event shall any of Landlord's Work result in a closure of the Concourse/Basement portion of the Premises (other than in the event of an emergency) and that Landlord shall complete any work that would interfere with Tenant operations therein outside of Tenant's normal business hours. In the performance of Landlord's Work, Landlord shall prevent dust and debris from entering into the Concourse/Basement Premises and, following the return thereof to Tenant, the Vacated Concourse/Basement Area. Within fifteen (15) Business Days of the date on which Landlord's New

Ground Floor Premises Work and/or Concourse/Basement Premises Work shall be substantially completed, Landlord and Tenant shall mutually arrange to promptly inspect the same. At the time of Tenant's inspection or within five (5) days thereafter, Tenant shall deliver to Landlord a written punchlist of all incomplete or faulty items of construction needed to bring the Premises into the condition required under this Lease. Landlord shall complete any such punchlist items within thirty (30) days of submission of such punchlist.

4.02 Alterations.

(a) Tenant shall make no improvements, changes or alterations in or to the Premises ("Alterations") without Landlord's prior approval. Provided Tenant is not in default under this Lease beyond the expiration of any applicable notice and cure period, Landlord shall not unreasonably withhold or delay its approval to any Alteration that is not a Material Alteration. "Material Alteration" means an Alteration that (i) is not limited to the interior of the Premises or which affects the exterior (including the appearance) of the Building, or (ii) is structural or affects the strength of the Building, (iii) affects the usage or the proper functioning of any of the Building systems.

(b) Tenant, in connection with any Alteration, shall comply with Landlord's reasonable rules and regulations for such Alteration as established, or as may hereafter be from time to time established by Landlord (provided that in the event of a conflict between the terms and conditions of such rules and regulations and this Lease, the terms of this Lease shall prevail). Tenant shall not proceed with any Alteration unless and until Landlord approves Tenant's plans and specifications therefor. Any review or approval by Landlord of plans and specifications with respect to any Alteration is solely for Landlord's benefit, and without any representation or warranty to Tenant with respect to the adequacy, correctness or efficiency thereof, its compliance with Laws or otherwise.

(c) As part of its initial Alterations, Tenant shall install gas cut-off devices (manual and automatic), to the extent required by law, if either located in the Premises or exclusively serving the Premises.

(d) Upon the completion of the Alteration in accordance with the terms of this Section 4.02, Tenant shall provide Landlord with (w) all City of Chicago Department of Buildings ("Building Department") sign-offs and inspection certificates and any permits required to be issued by the Building Department or any other governmental entities having jurisdiction thereover, (x) proof evidencing the payment in full for said Alteration, and (y) written unconditional waivers of mechanics' and other liens from Tenant's general contractor performing said Alteration.

(e) Tenant shall obtain (and furnish copies to Landlord of) all necessary governmental permits and certificates for the commencement and prosecution of Alterations and for final approval thereof upon completion, and shall cause Alterations to be performed in compliance therewith, and in compliance with all Laws and with the plans and specifications approved by Landlord. Within sixty (60) days following completion of each Alteration, time being of the essence, Tenant, at Tenant's expense, shall obtain (and furnish copies to Landlord of) all necessary Building Department sign-offs and inspection certificates and any permits required to be issued by the Building Department or any other governmental entities having jurisdiction thereover with respect thereto. Alterations shall be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the then standards for the Building established by Landlord, including without limitation, the Michigan Avenue Standard. Alterations shall be performed by architects, engineers and contractors first approved by Landlord; provided, that any Alterations in or to the systems of the Building shall be performed only by the contractor(s) designated by Landlord, provided that Landlord's contractor

is reasonably available to perform such Alteration (subject to Tenant's giving of reasonable advance notice) and provided that such contractor's rates are commercially competitive. The performance of any Alteration shall not be done in a manner which would violate Landlord's union contracts affecting the Retail Unit, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building. Tenant shall immediately stop the performance of any Alteration if Landlord notifies Tenant that continuing such Alteration would violate Landlord's union contracts affecting the Retail Unit, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building, and Tenant shall not resume the performance of such Alteration until such time as such Alteration may be performed in a manner which shall not violate such union contracts or create such work stoppage, picketing, labor disruption, disharmony or dispute or interference.

(f) Throughout the performance of Alterations, Tenant shall carry worker's compensation insurance in statutory limits, and Employers Liability Insurance, "all risk" Builders Risk coverage on a completed value non-reporting form for full replacement value and general liability insurance, with products/completed operation coverage, for any occurrence in or about the Retail Unit, under which Landlord and its agent and any Superior Lessor and Superior Mortgagee whose name and address have been furnished to Tenant shall be named as additional insured, in such limits as are customary for comparable properties and with insurers licensed to do business in the State of Illinois having at least a Best's A-/VII rating. Tenant shall furnish Landlord with evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations. Tenant shall also require that the contractor performing the Alterations to maintain general liability insurance in form and amounts acceptable to Landlord, naming Landlord and Landlord's managing agent as additional insured utilizing forms CG 20 10 and CG 20 37 (or their equivalents).

(g) Should any mechanics' or other liens be filed against any portion of the Retail Unit by reason of the acts or omissions of, or because of a claim against, Tenant or anyone claiming under or through Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice from Landlord. If Tenant shall fail to cancel or discharge said lien or liens within said thirty (30) day period, Landlord may cancel or discharge the same and, upon Landlord's demand, Tenant shall reimburse Landlord for all costs incurred in canceling or discharging such liens, together with interest thereon at the Interest Rate from the date incurred by Landlord to the date of payment by Tenant, such reimbursement to be made within thirty (30) days after receipt by Tenant of a written statement from Landlord as to the amount of such costs. Tenant shall indemnify and hold Landlord harmless from and against all costs (including, without limitation, attorneys' fees and disbursements and costs of suit), losses, liabilities or causes of action arising out of or relating to any Alteration, including, without limitation, any mechanics' or other liens asserted in connection with such Alteration.

(h) Tenant shall deliver to Landlord, within thirty (30) days after the completion of an Alteration, five (5) sets of "as-built" drawings thereof prepared by Tenant's architect. During the Term, Tenant shall keep records of Alterations costing in excess of \$100,000, including plans and specifications, copies of contracts, invoices, evidence of payment and shall, within thirty (30) days after demand by Landlord, furnish to Landlord copies of such records.

(i) All Alterations to and Fixtures installed by Tenant in the Premises shall be fully paid for by Tenant in cash and shall not be subject to conditional bills of sale, chattel mortgages, or other title retention agreements.

(j) Without limiting any of the terms of this Lease, Tenant acknowledges that prior to making any Alterations to the Premises, Tenant shall submit such Alterations to the National Park Service and the Illinois State Historic Preservation Office and obtain approvals therefrom (to the extent either such office issues approvals for such Alterations).

4.03 Landlord's and Tenant's Property.

(a) All fixtures, equipment, alterations, improvements and appurtenances attached to or built into the Premises, whether or not at the expense of Tenant (collectively, "Fixtures"), shall be and remain a part of the Premises and shall not be removed by Tenant. All Fixtures shall upon installation, be the property of Landlord.

(b) Notwithstanding anything to the contrary contained in Section 4.03(a), all movable partitions, business and trade fixtures, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall repair any damage to the Premises or the Building resulting from the installation and/or removal thereof. For the avoidance of doubt, Tenant's POS systems, proofer, coffee machines, security cameras and related equipment, computers, stand-alone refrigerators/freezers, stand-alone ovens, stand-alone mixers and similar personalty, furniture, displays, storefront sign, other signs, inventory, merchandise and other personal property shall be deemed to be Tenant's Property.

(c) At or before the Expiration Date, or within fifteen (15) days after any earlier termination of this Lease, Tenant, at Tenant's expense, shall remove Tenant's Property from the Premises (except such items thereof as Landlord shall have expressly permitted to remain, which shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Building resulting from any installation and/or removal of Tenant's Property. Any items of Tenant's Property which remain in the Premises after the Expiration Date, or more than fifteen (15) days after an earlier termination of this Lease, may, at the option of Landlord, be deemed to have been abandoned, and may be retained by Landlord as its property or disposed of by Landlord, without accountability, in such manner as Landlord shall determine, at Tenant's expense.

4.04 Access and Changes to Building.

(a) Landlord reserves the right, at any time, to make such changes in or to the Retail Unit as Landlord may deem necessary or desirable, and Landlord shall have no liability to Tenant therefor. Landlord may install and maintain pipes, fans, ducts, wires and conduits within or through the walls, floors or ceilings of the Premises. In exercising its rights under this Section 4.04, Landlord shall use reasonable efforts to minimize any interference with Tenant's use of the Premises for the ordinary conduct of Tenant's business. Tenant shall not have any easement or other right in or to the use of any door or any passage or any common corridor or to any public conveniences, and the use of such doors, passages, common corridors and conveniences may, without notice to Tenant, be regulated or discontinued at any time by Landlord. Landlord shall maintain the existing stairway between the concourse level and ground floor level in its current condition (except as may be required in order to comply with law or emergencies). Additionally, Landlord shall not perform any construction which inhibits or limits Tenant's use of the existing trash chute which is to be utilized by the New Ground Floor Premises to transport trash to the Concourse/Basement Premises (except as may be required in order to comply with law or emergencies).

(b) Except for the space within the inside surfaces of all walls, hung ceilings, floor, windows and doors bounding the Premises, all of the Building, including, without limitation, exterior Building walls, core corridor walls and doors and any core corridor entrance, any terraces or roofs adjacent to the Premises, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as access thereto through the Premises, are reserved to Landlord and are not part of the Premises. Landlord reserves the right to name the Building and to change the name or address of the Building at any time and from time to time.

(c) Landlord shall have no liability to Tenant if at any time any windows of the Premises are either temporarily darkened or obstructed by reason of any repairs, improvements, maintenance and/or cleaning in or about the Building (or permanently darkened or obstructed if required by law) or covered by any translucent material for the purpose of energy conservation, or if any part of the Building, other than the Premises, is temporarily or permanently closed or inoperable.

(d) Landlord shall have the right, without being deemed thereby to evict Tenant from the Premises or any part thereof or otherwise to violate any of the terms of this Lease or any of Tenant's rights hereunder,

(i) to enter and pass through the Premises or any part or parts thereof,

(1) to examine the Premises and to show them to the fee owners, Superior Lessor or Superior Mortgagee and to prospective purchasers, mortgagees or lessees of the Building as an entirety,

(2) for the purpose of performing such maintenance and making such repairs or changes in or to the Premises or in or to the Building or its facilities as may be provided for or permitted by this Lease or as may be mutually agreed upon by the parties or as Landlord may be required to make by laws and requirements of public authorities,

(3) at such times as such entry shall be required by circumstances of emergency affecting the Premises or the Building, provided that in such event, if practicable, Landlord or its agents shall be accompanied by a designated representative of Tenant or a member of the police, fire, water or other municipal department concerned or of a recognized protection company or of a public utility which is concerned,

(4) during the last twenty-four (24) months of the Term to exhibit the Premises to prospective tenants thereof, and

(ii) to take all materials into and upon the Premises that may be required for any repairs, changes or maintenance and to store the same therein for a reasonable time as reasonably required in connection with the completion of such repairs, changes or maintenance.

(iii) Notwithstanding the foregoing, except in the event of an emergency or as may be required by law, Landlord and its agents and representatives shall not enter the Premises or perform work therein during peak dining hours of 11:00 a.m. to 2:00 p.m. and 5:00 p.m. to 7:00 p.m. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees and/or contractors shall identify themselves to Tenant's personnel immediately upon entering the Premises. Landlord's rights under this Section 4.04 shall be exercised in such manner as to create the

least practicable interference with Tenant's use of the Premises. Except in the case of an emergency which makes notice to Tenant impractical, any entry on the Premises by Landlord pursuant to this Section 4.04 shall be made after reasonable notice to Tenant.

(e) Without limitation of any of the foregoing, Tenant acknowledges that Landlord shall be obligated to enter the Premises in order to perform Landlord's Work and to relocate and subsequently reinstall equipment in the Vacated Concourse/Basement Space. The parties shall reasonably cooperate with each other in connection with such work and Landlord shall be subject to the terms of Subsection 4.04(d)(iii) hereof in connection therewith.

4.05 Compliance with Laws.

(a) Tenant, as well as Tenant's agents, officers, directors, shareholders, employees, contractors, subcontractors, licensees or assignees, affiliates or subsidiaries, shall comply with all laws, statutes, ordinances, rules, orders, permits, decrees, guidelines, rules, and regulations (present, future, ordinary, extraordinary, foreseen or unforeseen) of any governmental, public or quasi-public authority, any applicable board of underwriters, any applicable fire insurance rating organization and any other entity performing similar functions, at any time duly in force (collectively "Laws"), attributable to any work, installation, occupancy, use or manner of use by Tenant of the Premises or any part thereof. Tenant shall procure and maintain all licenses and permits required for its business and post the same at the Premises or submit the same to Landlord for inspection from time to time upon demand, and Tenant shall at all times comply with the terms and conditions of each such license and/or permit.

(b) Tenant, as well as Tenant's agents, officers, directors, shareholders, employees, contractors, subcontractors, licensees or assignees, affiliates or subsidiaries, shall comply strictly and in all respects with the applicable Laws pertaining to health or the environment ("Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and the Resource Conservation and Recovery Act ("RCRA"), as each of the foregoing may be amended from time to time. Tenant does hereby, for itself and its heirs, legal representatives, successors and assigns agree to and hereby does indemnify, defend and hold harmless Landlord, and its heirs, legal representatives, successors and assigns, from any and all liabilities, assessments, suits, damages, costs and expenses, attorneys' fees and judgments related to or arising out of (a) the breach of any of the agreements of Tenant under this Section 4.05(b), (b) the handling, installation, storage, use, generation, treatment or disposal of Hazardous Materials (as hereinafter defined), including any cleanup, remedial, removal or restoration work required by the Applicable Environmental Laws which is necessitated by Tenant's violation of the provisions of this Section 4.05(b) or (c) the assertion of any lien or claim upon the Premises of Landlord pursuant to the Applicable Environmental Laws which is not instituted due to any action of Landlord. The covenants and agreements of Tenant under this Section 4.05(b) shall survive the expiration or termination of this Lease. As used in this Lease, the term "Hazardous Materials" means any flammables, explosives, radioactive materials, asbestos-containing materials, petroleum products, the group of organic compounds known as polychlorinated biphenyls and other hazardous waste, toxic substances or related materials, including without limitation, substances defined as hazardous substances, hazardous materials, toxic substances or solid waste in CERCLA, the Hazardous Materials Transportation Act and RCRA, as each of the foregoing may be amended from time to time.

(c) Notwithstanding anything to the contrary contained in this Lease, Tenant agrees that it shall be solely responsible, at its expense, to cause the Premises (including any lavatories (as applicable) within the Premises and all entrances and exits to and from the Premises) to be, and to remain throughout the Term, in compliance with the provisions of the Americans With Disabilities Act of 1990

and any municipal laws, ordinances and rules of like import, and any regulations adopted and amendments promulgated pursuant to any of the foregoing (collectively, the "ADA"), and Landlord shall have no obligation whatsoever in connection therewith; provided however, Landlord shall cause the common areas located on any floor of the Premises which constitutes less than the entire floor of the Building, to comply with all applicable laws and/or requirements of public authorities to the extent Landlord receives written notice of such noncompliance from a governmental authority. Within ten (10) days after receipt, Tenant shall advise Landlord in writing, and provide Landlord with copies of, any notices alleging violations of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding non-compliance with the ADA and relating to any portion of the Premises; or any governmental or regulatory action or investigations instituted or threatened regarding non-compliance with the ADA and relating to any portion of the Premises. In addition, without Landlord's prior written consent in each instance, no portion of the Premises shall be used in any manner, if such manner of use requires that any alterations, changes, additions, improvements or other work be performed or made to any portions of the Building (outside the Premises) or the Land, which consent may be withheld by Landlord in its sole and absolute discretion. If Landlord gives its consent for such manner of use, then, Landlord, at Tenant's sole cost and expense, shall perform or make such alterations, changes, additions, improvements or other work, and Tenant shall pay to Landlord as Additional Charges the cost and expense incurred or paid by Landlord to perform or make same, within thirty (30) days after Landlord's demand therefor.

4.06 Tenant's Right to Contest.

If Tenant receives notice of any violation of any Law or requirement of public authority, it shall give prompt notice thereof to Landlord. Tenant may, at its expense, contest the validity or applicability of any such law or requirement of public authority by appropriate proceedings prosecuted diligently and in good faith, and may defer compliance therewith, provided that (i) Landlord is not thereby subjected to criminal prosecution or criminal or civil penalty of any nature, (ii) no unsafe or hazardous condition remains unremedied, (iii) the Premises, or any part thereof, shall not be subject to being condemned or vacated by reason of such non-compliance or such contest, (iv) no insurance policy carried in respect of the Retail Unit by Landlord is canceled and no premium for any such policy is increased by reason of such non-compliance or such contest, and (v) such non-compliance or contest shall not constitute or result in any violation of any Superior Lease or any Superior Mortgage on the Building of which Tenant is given notice, and Tenant complies with all requirements of all such Superior Lease or Superior Mortgages of which Tenant is given notice including those, if any, relating to the furnishing of security. Tenant hereby agrees to indemnify and save Landlord harmless from and against any actual loss, liability, damage and expense arising out of any such deferral of compliance or contest, including, without limitation, reasonable attorneys' fees and disbursements and other expenses reasonably incurred by Landlord, and Tenant shall keep Landlord advised as to all settlements of such contest. Landlord agrees to execute any document reasonably required by Tenant in order to permit Tenant effectively to carry on any such contest, provided Landlord is not thereby subjected to any cost or expense or exposed to any liability or obligation on account thereof.

4.07 Operating Covenants.

(a) Trade Name.

Tenant shall conduct its operations in the Premises under the trade name "Corner Bakery Cafe" (the "Trade Name"). In no event shall Tenant change the trade name without the prior written consent of Landlord, which consent may be granted or withheld by Landlord in Landlord's sole discretion, provided that Landlord's consent shall not be required for a change in the Trade Name if such

change is made simultaneously with (and to the same new trade name used by all or substantially all Corner Bakery Café restaurants in Cook County, Illinois).

(b) Continuous Operation.

(i) Tenant shall open the Premises for the conduct of business on or prior to the date set forth in Section 2.02(c)(ii) (the "Opening Date"), time being of the essence, and thereafter keep the Premises adequately staffed and stocked and open for business between the hours of 8 a.m. and 5 p.m. on Mondays through Sundays (the "Hours of Operation"), or such other hours and days of operation as Landlord shall prescribe in Landlord's sole discretion; provided, however, Tenant shall not be required to be open (I) on national holidays, (II) when prevented by reason of force majeure, (III) during the period that a casualty or condemnation renders the Premises untenable, or (IV) as set forth in Section 4.07(b)(iv) below. Tenant must operate its business in a reputable manner and must not at any time leave the Premises vacant, but must in good faith continuously throughout the term of this Lease conduct and carry on in the entire Premises the type of business for which the Premises is leased pursuant to the terms and conditions of this Section 4.07(b). Tenant shall occupy the entire Premises on the Opening Date (subject to delays caused by force majeure, Landlord, and any other tenants in the Building).

(ii) At all times when Tenant is required to be open for business, Tenant shall employ an adequate staff, in Tenant's reasonable business judgment, in the Premises in order to conduct business properly, including a qualified manager headquartered and working full-time at the Premises to manage and control the operations of the Premises. Tenant, upon request, shall furnish Landlord with the name, address and telephone number of such manager of the Premises. Tenant agrees to accept all national credit cards for the purchase of merchandise. Tenant agrees to allow for the return and exchange of merchandise by customers consistent with the practices of national retailers.

(iii) Tenant shall store or stock in the Premises only such goods, wares and merchandise as Tenant is permitted to offer for sale, at retail, in or from the Premises. If any catalog, mail or telephone order sales are made in or from the Premises, not store on or ship from the Premises any merchandise sold in such manner.

(iv) Notwithstanding anything to the contrary contained herein, Tenant shall not be required to continuously operate its business in the Premises or keep the same open to public (although Tenant intends to continuously occupy the Concourse/Basement Premises, or the Concourse/Basement Premises, as the case may be, during the performance of Landlord's Work); provided that, Tenant shall at all times continue to pay Rent due and payable pursuant to the terms and provisions of this Lease. In the event Tenant has not had the Premises open to the public or has not continuously operated its business in the Premises for a period in excess of nine (9) consecutive calendar months, then following the end of such nine (9) month period and continuing until Tenant shall reopen the Premises to the public or recommence operations in the same, Landlord shall have the option to terminate this Lease upon thirty (30) days prior written notice to Tenant, in which event (i) all rents accrued as of the date of such termination shall be paid by Tenant, and (ii) Landlord and Tenant shall be entitled to pursue any and all rights and remedies afforded to Landlord and Tenant under this Lease, except that Tenant shall not be responsible for the cost of returning the Premises to the condition the Premises were in prior to Landlord's completion of Landlord's Work. For purposes hereof, Tenant shall not be deemed to have ceased operations or closed its business to the public in the event Tenant or its successor, assign or sublessee is actively remodeling, renovating or reconstructing the Improvements as a result of an assignment, sublease, casualty, condemnation or otherwise.

(c) Use Covenants.

(i) Tenant shall not install or use any lighting equipment in or about the Premises that casts light directly toward the exterior of the Premises without the prior written consent of Landlord. At all times during the Term, Tenant shall keep the lights lit that illuminate all shop windows during non-daylight hours.

(ii) Intentionally omitted

(iii) Tenant shall not conduct any clearance, "going-out-of-business", auction, distress, fire or bankruptcy or similar sale in the Premises, other than seasonal, promotional or other special sales as are incident to the normal operation of Tenant's business.

(iv) Tenant shall operate the Premises in a manner consistent with the Michigan Avenue Standard.

(v) All ceiling heights, draperies, and other installations affecting the appearance of the Building, or which are visible from the exterior or any common area shall be subject to the prior approval of Landlord (which shall not be unreasonably withheld, conditioned or delayed if consistent with all other Corner Bakery Cafes in the Chicago metropolitan area); provided, that, if such installation is more than decorative in nature, such installation shall be subject to the provisions of Section 4.02.

(vi) Tenant shall cause the Premises to be free at all times of all vermin and insects. Tenant shall take all reasonable precautions that Landlord deems necessary to prevent any such vermin or insects from existing in the Premises or permeating into other parts of the Building. Without limiting the foregoing, Tenant shall, at its sole cost and expense, hire a reputable extermination company to provide exterminating services to the Premises on a monthly basis (or as frequently as Landlord shall direct, in its sole discretion). Tenant agrees that such extermination company shall be subject to Landlord's approval. If infestation arises from other tenanted areas in the Retail Unit, Landlord shall require the occupants thereof to exterminate as well.

(vii) Tenant shall not suffer or permit the delivery, removal or pickup of merchandise, food, beverages, garbage, inventory, goods, machinery, or fixtures, through the Building lobby at any time (other than those carried by Tenant's customers). Tenant shall have deliveries to and from the Premises made at such times as Landlord shall reasonably direct in writing and otherwise in accordance with such rules and regulations of Landlord governing such deliveries. Tenant shall be permitted use of the loading dock on the Building's lower level.

(viii) Tenant shall not hold any auction or special sale such as a fire, bankruptcy or going out of business sale shall be carried on in the Premises nor any other sales other than such sales as are incident to the normal routine of Tenant's business with its regular clientele.

(ix) Except in conjunction with the Outdoor Seating Area (as defined in Section 12.01), Tenant shall not use, play or operate or permit to be used, played or operated any loudspeaker, sound making or sound reproducing device in the Premises, except in such manner and under such conditions so that no sound shall be heard outside of the Premises, and observe, comply with and adopt such means and precautions as Landlord may from time to time request in such connection.

(x) At Tenant's sole expense, clean and maintain the interior of the Premises, including, without limitation, the windows and doors (including, in each case, the frames thereof) in the Premises and in the perimeter walls thereof whenever necessary to the Michigan Avenue Standard. Tenant will not require, permit, suffer or allow any such window or door to be cleaned in violation of any applicable Laws.

(xi) Tenant shall conduct its activities in the Premises (including, without limitation, any Alterations), in such a manner that does not create any noise, odors or vibrations which, in Landlord's sole discretion would impair or interfere with the use or enjoyment by any other tenant of any other space in the Building. Notwithstanding any provision to the contrary in this Lease, Landlord acknowledges that some odors and noise are, or will be, emitted during the operation of Tenant's use of the Premises and the same shall not be deemed a nuisance, unreasonable, noxious, objectionable or offensive, or otherwise be deemed a breach of this Lease, provided that Tenant undertakes reasonable actions to minimize such noise or vibrations and in any event are in compliance with the Michigan Avenue Standard. Additionally, Landlord agrees that any noise or vibration resulting from the intended use of standard machinery shall not constitute a nuisance, provided that Tenant undertakes reasonable actions to minimize such noise or vibrations and in any event are in compliance with the Michigan Avenue Standard.

(xii) Tenant shall keep the fixtures, furnishings, decorations and equipment on the Premises in reasonably good order and repair so as to preserve the good appearance of the Premises.

(xiii) Tenant shall not distribute or permit to be distributed handbills or other matters in the Building or directly outside the Building.

(d) Signage and Appearance.

(i) Tenant shall not place or install any logo, lettering or other signage or awnings on the exterior of the Building, nor shall Tenant place in any windows, entrance doors or any other area visible to the public view, any such signage, without first obtaining in each instance Landlord's prior written consent (not to be unreasonably withheld so long as such signage is compliant with Landmark Commission requirements). Tenant shall promptly remove any signage if Landlord shall object thereto based upon the preceding standard. If Landlord shall consent to requested proposed signage or advertising by Tenant, no change in the composition, dimensions or content of such signage or advertising may thereafter be made without first obtaining Landlord's consent in each instance. On the expiration or sooner termination of the Term, Tenant shall (i) promptly remove all signage installed or displayed by Tenant, and (ii) promptly repair in a good and workmanlike manner in conformity with Laws and all applicable provisions of this Lease, all damage to the Building caused by such removal. At Tenant's sole cost and expense and without liability to Landlord in any instance, Landlord shall use commercially reasonable efforts to assist Tenant in obtaining applicable permits and for Landmark Commission approval of any signage or awnings approved by Landlord. All design fees and permitting expenses in connection with Tenant signage and awnings shall be the sole cost and responsibility of Tenant.

(ii) Tenant shall not install, place or permit any awning, antenna or other projection on the outside walls of the Premises.

(iii) Landlord has established a "Control Zone", consisting of the portion of the Retail Unit within three (3) feet of all storefronts, both interior and exterior. Within the Control

Zone. Landlord shall have absolute and continuous control over lighting (as to type, intensity and hours of illumination), signage, awnings, security gates, lettering on glass, and all other aspects of design, and the presentation and marketing of Tenant's goods and/or services. No alteration in any approved design or presentation shall be made without Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed, except that with respect to signage and lettering visible from the exterior of the Premises, Landlord may withhold such consent in its sole discretion. In addition to all other rights available to Landlord under this Lease or at law or in equity for Tenant's failure to comply with Landlord's requirements, Landlord shall have the right to enjoin any usage of the Control Zone of which Landlord does not approve, and to block the storefront of the Premises from view.

(iv) Tenant shall, as soon as practicable and in any event within ten (10) Business Days after any exterior or interior glass (including mirrors) in the Premises and in the perimeter walls thereof, the frames for such glass and any lettering and ornamentation on such glass, is broken or cracked, including any so-called "bulls eye" break in the glass, replace such glass with glass of the same kind and quality, and repair or replace the frames for such glass if necessary, and if Tenant fails to do so promptly after notice from Landlord, Landlord may perform such work on Tenant's behalf and Tenant shall pay all actual and reasonable costs and expenses incurred by Landlord in so doing as Additional Charges.

(c) Food and Beverages. If food and beverages are permitted to be sold in the Premises:

(i) No food or beverages shall be kept, prepared or dispensed in the Premises in any manner or under any conditions, nor shall anything else be done therein in any manner or under any conditions (including, without limitation, the disposal of garbage and trash) which shall be the occasion for unreasonable odors being emitted from or detectable outside of the Premises. Notwithstanding any provision to the contrary in this Lease, Landlord acknowledges that some odors and noise are, or will be, emitted during the operation of Tenant's use of the Premises and the same shall not be deemed a nuisance, unreasonable, noxious, objectionable or offensive, or otherwise be deemed a breach of this Lease, provided that Tenant undertakes reasonable actions to minimize such noise or vibrations and in any event are in compliance with the Michigan Avenue Standard. Additionally, Landlord agrees that any noise or vibration resulting from the intended use of standard machinery shall not constitute a nuisance, provided that Tenant undertakes reasonable actions to minimize such noise or vibrations and in any event are in compliance with the Michigan Avenue Standard. Subject to the terms of Section 3.08(c), Tenant shall, at Tenant's sole cost and expense, clean regularly and maintain in good order, condition and repair and in compliance with legal requirements, all hoods, grease traps, ducts, flues and ventilating equipment within the Premises or utilized exclusively by Tenant (including, without limitation, any kitchen exhaust hoods and exhaust fans for any kitchen and/or restrooms). All hoods, grease traps, ducts, flues, and other ventilating equipment shall be cleaned and inspected by a qualified contractor at least semi-annually, and written reports evidencing the results of such inspection(s) and the curative efforts taken, if any, shall be furnished by Tenant to Landlord after each inspection within thirty (30) days after receipt by Tenant, in each instance. In addition, Tenant shall provide Landlord with all licenses and certifications by all required authorities or agencies before Tenant commences operations in the Premises. The location of all equipment will be in accordance with Tenant's approved plans and specifications for the Premises.

(ii) Tenant, as well as Tenant's agents, officers, directors, shareholders, employees, contractors, subtenants, licensees or assignees, affiliates or subsidiaries, shall comply with all laws, statutes, ordinances, rules, orders, permits, decrees, guidelines, rules, and regulations (present, future, ordinary, extraordinary, foreseen or unforeseen) of any governmental, public or quasi-public

authority (including, without limitation, all regulations, permit requirement and guidelines of the Chicago Department of Public Health's Food Protection Division (the "CDPH"), Illinois Department of Agriculture, the United States Department of Agriculture, and the U.S. Food and Drug Administration) and any other entity performing similar functions, at any time duly in force, attributable to any work, installation, occupancy, use or manner of use by Tenant of the Premises or any part thereof. Tenant shall procure and maintain all licenses and permits required for its business and post the same at the Premises and submit the same to Landlord for inspection from time to time upon demand, and Tenant shall at all times comply with the terms and conditions of each such license and/or permit. Without limiting any other provision of this Lease, if the business conducted at the Premises is subject to the jurisdiction of the Health Department of the City of Chicago or any other federal, state or local health or similar authority, Tenant shall at all times comply with all laws, ordinances, orders, rules, requirements or regulations applicable thereto and Tenant shall permit Landlord and Landlord's representative to inspect the Premises, at Landlord's sole cost and expense, from time to time at Landlord's election at reasonable times and upon reasonable notice to Tenant, for the purpose of determining whether the operation of the Premises is in violation of any such laws, ordinances, orders, rules, requirements or regulations of any such authority. Tenant shall, at Tenant's sole cost and expense, correct all violations issued. Without limiting the provisions of this Section, any graded inspection by the CDPH with respect to Tenant, the Premises and/or any other location where Tenant operates food-related services, must receive a passing score, or in the event that such graded inspection system is no longer in use, the then equivalent thereof. Failure to comply with this Section by Tenant shall be deemed a material default hereunder, subject to the applicable notice and cure periods set forth herein.

(iii) The Premises shall be constructed and operated, and any and all food served therefrom shall be presented and executed in a first-class and appetizing manner and shall be of high quality in accordance with the Michigan Avenue Standard.

(iv) Tenant shall, within thirty (30) days after notice from Landlord, commence to install, at its sole cost and expense, reasonable control devices or procedures in accordance with Section 1.04(b) and shall complete installations as expeditiously as possible thereafter. In the event that Tenant fails to take all reasonable steps to remedy such a condition, Landlord may, at its sole discretion: (a) cure such condition and thereafter and such associated actual and reasonable costs and expenses shall be deemed Additional Charges hereunder, and/or (b) treat such failure on the part of Tenant to eliminate such noxious odors as a material default of this Lease, entitling Landlord to exercise any or all of its remedies pursuant to the terms of this Lease following the expiration of applicable notice and cure periods.

(v) If gas is used in the Premises, Tenant shall install gas cut-off devices (manual and automatic). If Tenant's installations require any exhaust to the street, such exhaust shall be subject to Landlord's prior written approval (which shall not be unreasonably withheld, conditioned or delayed).

(vi) Tenant shall maintain adequate facilities for the temporary storage of garbage, in compliance with all applicable laws, codes and regulations and reasonably acceptable to Landlord.

(vii) No alcoholic beverages shall be sold or consumed in the Premises unless (i) Tenant shall have obtained a liquor license for the sale and/or consumption of alcoholic beverages in the Premises and shall have delivered a copy thereof to Landlord, (ii) Tenant shall maintain such liquor license in full force and effect and upon Landlord's request shall furnish to Landlord reasonable evidence

thereof, and (iii) Tenant shall obtain liquor license liability insurance in such amounts and on such terms as Landlord shall reasonably request and shall furnish evidence thereof to Landlord.

(f) **Material Inducement.** Tenant acknowledges and agrees that the provisions of this Section 4.07 are a material inducement to Landlord for the execution of this Lease and that a default hereunder shall be deemed a material default of Tenant's obligations under this Lease, entitling Landlord to exercise all rights and remedies available to Landlord under this Lease or at law following the expiration of applicable notice and cure periods.

4.08 Self-Help.

If Tenant fails to make any payment or perform any of its obligations under this Lease beyond applicable notice and cure periods, Landlord, any Superior Lessor or any Superior Mortgagee (each, a "Curing Party") may make such payment or perform the same at the expense of Tenant (a) immediately and without notice in the case of emergency or in case such failure interferes with the use of space by any other tenant in the Building or with the efficient operation of the Building or may result in a violation of any Law or in a cancellation of any insurance policy maintained by Landlord and (b) in any other case if such failure continues beyond any applicable grace period. If a Curing Party performs any of Tenant's obligations under this Lease, Tenant shall pay to the Curing Party (as Additional Charges) the actual and reasonable costs thereof, together with interest at the Interest Rate from the date incurred by the Curing Party until paid by Tenant, within thirty (30) days after receipt by Tenant of a statement as to the amounts of such costs. If the Curing Party effects such cure by bonding any lien which Tenant is required to bond or otherwise discharge, Tenant shall obtain and substitute a bond for the Curing Party's bond and shall reimburse the Curing Party for the cost of the Curing Party's bond. "Interest Rate" means the lesser of (i) the base rate from time to time announced by Citibank, N.A. (or, if Citibank, N.A. shall not exist, such other bank in New York, New York, as shall be designated by Landlord in a notice to Tenant) to be in effect at its principal office in New York, New York plus four percent (4%), and (ii) the maximum rate permitted by law.

ARTICLE 5

Assignment and Subletting

5.01 Landlord's Consent Required.

(a) Except as specifically permitted by this Article 5, Tenant shall not, by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used by others. A transfer (however accomplished, whether in a single transaction or in a series of unrelated transactions) of stock (or any other mechanism such as the issuance of additional stock, a stock voting agreement, or changes in class or classes of stock) which results in a change of control of Tenant (or any subtenant), and a transfer (by one or more transfers) of an interest in the distributions of profits and losses of any partnership or joint venture (or any other mechanism such as the creation of additional general partnership or limited partnership interests) which results in a change of control of Tenant (or any subtenant) shall be deemed an assignment of this Lease. For purposes of this Section 5.01, the term "control" shall mean (1) ownership or voting control, directly or indirectly, of fifty (50%) percent or more of the outstanding voting stock of a corporation or other majority equity interest if Tenant is not a corporation, or (2) an interest which includes the ability to control the management of the applicable entity, including without limitation, a general partner interest.

(b) Anything in the foregoing Section 5.01(a) and Section 5.04 to the contrary notwithstanding, Tenant may, without Landlord's prior written consent, (i) assign this Lease or sublet the

whole of the Premises to a legal entity which (a) is the successor, by merger or otherwise, to all or substantially all of Tenant's assets and liabilities, (b) controls or is controlled by or is under common control with Tenant, directly or indirectly ("Affiliate"); (c) is a franchisee that has purchased all of the Corner Bakery Cafe restaurants in Chicago, Illinois, or (d) has purchased all or substantially all of the Corner Bakery Cafe restaurants, and (ii) may sublet a portion of the Premises to a legal entity under the control of Tenant solely for the purpose of such entity obtaining a liquor license for the Premises. Any of such assignment or subletting shall otherwise be subject to and upon all of the terms, provisions and covenants of this Lease. All of the foregoing set forth in this paragraph are deemed "Permitted Transfers" under this Lease, and such resulting entities are deemed "Permitted Transferees" under this Lease.

5.02 Offer Notice.

(a) If Tenant shall have received and negotiated a bona fide written offer from an independent third party which it desires to accept to sublet all or any part of the Premises or to assign this Lease, Tenant shall submit to Landlord a notice (any such notice being hereinafter called an "Offer Notice") containing the following items:

(i) the name and address of the proposed subtenant or assignee and a brief description of such person's or entity's business, current financial information in respect of such person or entity (including, without limitation, its most recent balance sheet and income statements certified by its chief financial officer or a certified public accountant), the identity of any broker entitled to a commission in respect of such subletting or assignment and the commission, if any, payable to such broker, and any other information reasonably requested by Landlord; and

(ii) a copy of the executed offer which shall contain a description of all of the material economic terms and conditions of the proposed subletting or assignment (including, without limitation, with respect to a subletting, a description of the portion of the Premises proposed to be sublet, the proposed fixed rent, additional rent, base amounts or years, if any, free rent and other concessions, if any, the term, the party responsible for the cost of physical separation, and other similar, material proposed terms and conditions), and the effective date of which shall be at least thirty (30) days but not more than ninety (90) days after the date of the giving of such notice; and

(iii) the terms of all other agreements, if any, relating to the proposed assignment or sublease and, if not fully disclosed by such offer, a statement of all consideration to be received by Tenant for or in connection with such assignment or sublease (including, without limitation, any payment to be made for Tenant's Property) and the terms of payment therefor.

(b) If Tenant desires to sublet all or any part of the Premises or to assign this Lease but Tenant shall not have received and negotiated a bona fide written offer from an independent third party, Tenant shall have the right to submit an Offer Notice to Landlord containing only the following items:

(i) to the extent known or ascertainable by Tenant, the name and address of the proposed subtenant or assignee and a brief description of such person's or entity's business, current financial information in respect of such person or entity (including, without limitation, its most recent balance sheet and income statements certified by its chief financial officer or a certified public accountant or other information reasonably satisfactory to Landlord), the identity of any broker entitled to a commission in respect of such subletting or assignment and the commission, if any, payable to such broker, and any other information reasonably requested by Landlord; and

(ii) a description of all of the material economic terms and conditions of the proposed subletting or assignment (including, without limitation, with respect to a subletting, a description of the portion of the Premises proposed to be sublet, the proposed fixed rent, additional rent, base amounts or years, if any, free rent and other concessions, if any, the term, the party responsible for the cost of physical separation, and other similar, material proposed terms and conditions) setting forth all consideration to be received by Tenant for or in connection with such subletting or assignment (including, without limitation, any payment to be made for Tenant's Property or leasehold improvements) and the terms of payment therefor.

If Tenant shall thereafter receive and negotiate a bona fide written offer from an independent third party, Tenant shall have the right to submit an Offer Notice in accordance with Section 5.02(a) above.

5.03 Omitted.

5.04 Landlord's Right to Terminate.

Upon receipt of any Offer Notice in which Tenant proposes to assign this Lease (which shall include, for purposes of this Section 5.04, a proposed subletting of all or substantially all of the Premises for the entire or substantially the entire remaining Lease Term), or in which Tenant proposes to sublet less than substantially all of the Premises for the entire or substantially the entire remaining Term, then and in such event Landlord shall have the right, exercisable by notice to Tenant given within thirty (30) days after Landlord receives Tenant's Offer Notice if such Offer Notice is based on a bona fide written offer from an independent third party, or within thirty (30) days after receipt of such Offer Notice if such Offer Notice is not based on a bona fide written offer from an independent third party, and in addition to the other rights granted Landlord under this Article 5, (i) in the case of an assignment, to terminate this Lease, in which event this Lease shall terminate on the date fixed in Landlord's notice, which shall not be less than thirty (30) nor more than ninety (90) days after the giving of such notice, with the same force and effect as if the termination date fixed in Landlord's notice were the date originally fixed in this Lease as the Expiration Date, or (ii) in the case of a subletting of less than substantially all of the Premises, to terminate this Lease with respect to the space proposed by Tenant to be sublet, in which event on the date fixed in Landlord's notice, which shall not be less than thirty (30) nor more than ninety (90) days after the giving of such notice, such space shall no longer be part of the Premises or covered by this Lease and the rentable area of the Premises, the fixed rent, Tenant's Tax Share and Tenant's Share shall be appropriately reduced.

5.05 Omitted.

5.06 Landlord May Collect Rent From Assignee.

If this Lease shall be assigned, or if the Premises or any part thereof be sublet or occupied by any person or persons other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection of rent shall be deemed a waiver of the covenants in this Article 5, nor shall it be deemed acceptance by Landlord of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease.

5.07 Assumption of Lease.

Each permitted assignee or transferee shall assume and be deemed to have assumed the obligations of Tenant under this Lease to be performed, or arising or accruing, on and after the effective date of such assignment or transfer and shall be and remain liable jointly and severally with Tenant for the payment of Fixed Rent and Additional Charges, and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a duplicate original of the instrument of assignment which contains a covenant of assumption by the assignee of all of the obligations aforesaid and shall obtain from Landlord the aforesaid written consent, prior thereto. No assignment in whole or in part of this Lease shall release Tenant or any assignee of Tenant of its continuing liability under this Lease. Tenant shall reimburse Landlord on demand for any costs that may be incurred by Landlord in connection with any such assignment.

5.08 Tenant's Indemnification.

If Landlord shall fail or refuse to give its consent to any proposed assignment or sublease, or if Landlord shall exercise any of its options set forth in Section 5.04, Tenant shall indemnify and hold harmless Landlord from and against any and all loss, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by Landlord by reason of any claims made against Landlord by the proposed assignee or sublessee or by any brokers, finders or other persons for commissions or other compensation in connection with the proposed assignment or sublease.

5.09 Time Limitation: Amendments.

If Landlord grants its consent to an assignment or sublease and such assignment or sublease does not become effective for any reason within thirty (30) days after the granting of such consent, or if such assignment or sublease is modified or amended prior to its becoming effective, then and in either such event Landlord's consent shall be deemed to have been withdrawn and Tenant shall not have the right to assign this Lease or to sublease all or any portion of the Premises without once again complying with all of the provisions and conditions of Sections 5.01, 5.02, 5.04 and 5.116. In no event shall Tenant agree to modify or amend, any sublease to which Landlord has consented without Landlord's prior written consent.

5.10 Omitted.

5.11 Liability Not Discharged.

The joint and several liability of Tenant and any assignee or successor of Tenant under this Lease, or any guarantor of Tenant's obligations under this Lease, shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Landlord modifying any of the obligations contained in this Lease, or by any waiver or failure by Landlord to enforce any of the obligations of this Lease, but in no event shall Tenant's continued liability exceed what its continuing liability would have been had this Lease not been modified except for those modifications, if any, which were consented to by Tenant.

5.12 Effect of Listing of Names.

The listing of any name other than Tenant on the door of the Premises, on any Building directory or otherwise shall not operate to vest any right or interest in this Lease or in the Premises in any other person or entity, nor shall such listing be deemed to be the consent of Landlord to any assignment or transfer of this Lease or to any sublease of the Premises or any portion thereof or to the use or occupancy of the Premises or any portion thereof by others.

ARTICLE 6

Subordination; Default; Indemnity

6.01 Subordination.

(a) This Lease is subject and subordinate to each mortgage (a "Superior Mortgage") and each underlying lease (a "Superior Lease") which may now or hereafter affect all or any portion of the Retail Unit or any interest therein and to any amendment, modification, supplement, renewal or extension thereof. The lessor under a Superior Lease is called a "Superior Lessor" and the mortgagee under a Superior Mortgage is called a "Superior Mortgagee". Tenant shall execute, acknowledge and deliver any instrument reasonably requested by Landlord, a Superior Lessor or Superior Mortgagee (and reasonably acceptable to Tenant) to evidence such subordination, but no such instrument shall be necessary to make such subordination effective. Tenant shall execute any amendment of this Lease requested by a Superior Mortgagee or a Superior Lessor, provided such amendment shall not result in a material increase in Tenant's obligations under this Lease or a material reduction in the benefits available to Tenant. In the event of the enforcement by a Superior Mortgagee of the remedies provided for by law or by such Superior Mortgage, or in the event of the termination or expiration of a Superior Lease, Tenant, upon request of such Superior Mortgagee, Superior Lessor or any person succeeding to the interest of such mortgagee or lessor (each, a "Successor Landlord"), shall automatically become the tenant of such Successor Landlord without change in the terms or provisions of this Lease (it being understood that Tenant shall, if requested, enter into a new lease on terms identical to those in this Lease); provided, that any Successor Landlord shall not be (i) liable for any act, omission or default of any prior landlord (including, without limitation, Landlord, except to the extent continuing following Tenant's attornment to Successor Landlord); (ii) liable for the return of any monies paid to or on deposit with any prior landlord (including, without limitation, Landlord), except to the extent such monies or deposits are delivered to such Successor Landlord; (iii) subject to any offset, claims or defense that Tenant might have against any prior landlord (including, without limitation, Landlord), except to the extent the reason therefor continues following Tenant's attornment to Successor Landlord; or (iv) bound by any Rent which Tenant might have paid for more than the current month to any prior landlord (including, without limitation, Landlord) unless actually received by such Successor Landlord. Upon request by such Successor Landlord, Tenant shall execute and deliver an instrument or instruments, reasonably requested by such Successor Landlord (and reasonably acceptable to Tenant), confirming the attornment provided for herein, but no such instrument shall be necessary to make such attornment effective.

(b) Tenant shall give each Superior Mortgagee and each Superior Lessor a copy of any notice of default served upon Landlord, provided that Tenant has been notified of the address of such mortgagee or lessor. If Landlord fails to cure any default as to which Tenant is obligated to give notice pursuant to the preceding sentence within the time provided for in this Lease, then each such mortgagee or lessor shall have an additional thirty (30) days after receipt of such notice within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if, within such thirty (30) days, any such mortgagee or lessor has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings or eviction proceedings, if necessary to effect such cure), in which event this Lease shall not

be terminated and Tenant shall not exercise any other rights or remedies under this Lease or otherwise while such remedies are being so diligently pursued. Nothing herein shall be deemed to imply that Tenant has any right to terminate this Lease or any other right or remedy, except as may be otherwise expressly provided for in this Lease.

(c) Tenant acknowledges that the Retail Unit is subject to a Declaration of Covenants, Conditions, Restrictions and Easements (as the same was previously or is hereinafter amended, the "CC&R"). Tenant acknowledges that it has received a copy of, and reviewed the terms of, the CC&R. This Lease, and Tenant's rights in the Premises and the common areas of the Building are and shall be subject and subordinate at all times to the CC&R. This Lease, and Tenant's rights in the Premises and the common areas of the Building are and shall be subject and subordinate at all times to the CC&R. In the event of a conflict between the terms of this Lease and the terms of the CC&R, the terms of the CC&R shall control. If any consents or approvals are necessary or required under the CC&R for Tenant's Work, Tenant's Alterations and/or for Tenant's use and occupancy of the Premises for the uses and purposes set forth in the Lease, it shall be Landlord's responsibility to obtain such consents and approvals. Landlord shall not (i) consent to any new CC&R or any modification or amendment to the CC&R or (ii) exercise any consent or approval under the CC&R (unless Landlord is so obligated under the terms thereof) which in either event materially adversely affects Tenant rights or obligations under this Lease without the prior written consent of Tenant, which consent shall not be unreasonably withheld or delayed.

6.02 Estoppel Certificate.

(a) Tenant shall at any time and from time to time upon not less than ten (10) days' prior notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing setting forth the New Ground Floor Commencement Date, the New Ground Floor Rent Commencement Date, the Concourse/Basement Commencement Date, the Expiration Date and the Fixed Rent and certifying (i) that this Lease is unmodified and in full force and effect (or if there has been any modification, that the same is in full force and effect as modified and stating the modification), (ii) the dates to which the Fixed Rent and Additional Charges have been paid in advance, if any, (iii) whether or not to the knowledge of Tenant, Landlord is in default in performance of any of its obligations under this Lease and, if so, specifying each such default of which Tenant may have knowledge, (iv) whether there exist any offsets or defenses against enforcement of any of the terms of this Lease upon the part of Tenant to be performed, and, if so, specifying the same, and (v) such further information as Landlord may reasonably request. Any such statement shall be binding upon Tenant and may be relied upon by Landlord and by any prospective purchaser of the Building or any part thereof or of the interest of Landlord in any part thereof, by any mortgagee or prospective mortgagee thereof, by any lessor or prospective lessor thereof, by any lessee or prospective lessee thereof, or by any prospective assignee of any mortgage thereof.

(b) Upon Tenant's request made no more than two (2) times in any 12-month period, Landlord shall, upon not less than ten (10) days' prior written notice from Tenant, execute, acknowledge and deliver to Tenant a statement in writing setting forth the New Ground Floor Commencement Date, the New Ground Floor Rent Commencement Date, the Concourse/Basement Commencement Date, the Expiration Date and the Fixed Rent and certifying (i) that this Lease is unmodified and in full force and effect (or if there has been any modification, that the same is in full force and effect as modified and stating the modification), (ii) the dates to which the Fixed Rent and Additional Charges have been paid in advance, if any (subject however, to Landlord's right to (x) furnish a Landlord's statement for a prior period and (y) bill Tenant for Additional Charges not theretofore billed, and Tenant's obligation to pay the same in accordance with this Lease), and (iii) whether or not to the knowledge of Landlord,

Tenant is in default in performance of any of its obligations under this Lease, and if so, specifying each default of which Landlord may have knowledge.

6.03 Default.

This Lease and the term and estate hereby granted are subject to the limitation that:

(a) if Tenant defaults in the payment of any Rent, and such default continues for five (5) days after Landlord gives to Tenant a notice specifying such default, provided, however, that if two (2) such notices are given in any twelve (12) consecutive month period, then Tenant waives the right, and shall have no further right, to notice of any further default in the payment of any Rent, until such time as each and every payment of Rent has been made on or before the due date therefor for a period of twelve (12) consecutive months, or

(b) if Tenant defaults in the keeping, observance or performance of any covenant or agreement, and if such default continues and is not cured within thirty (30) days after Landlord gives to Tenant a notice specifying the same, or, in the case of a default which for causes beyond Tenant's reasonable control cannot with due diligence be cured within such period of thirty (30) days, Tenant shall have an additional reasonable period of time (not to exceed sixty (60) additional days) within which to cure any nonmonetary default, provided Tenant is using diligent efforts to remedy same, or

(c) if this Lease or the estate hereby granted would, by operation of law or otherwise, devolve upon or pass to any person or entity other than Tenant, except as expressly permitted by Article 5, or

(d) if Tenant shall vacate or abandon the Premises (and the fact that any of Tenant's Property remains in the Premises shall not be evidence that Tenant has not vacated or abandoned the Premises), except as expressly set forth in this Lease (including but not limited to Section 4.07(b)(iv), or

(e) intentionally omitted

(f) intentionally omitted

(g) if a default in the keeping, observance or performance of any covenant or agreement under Section 4.02(g) hereof occurs and if such default continues and is not cured within fifteen (15) days after Landlord gives to Tenant a notice specifying the same,

(h) intentionally omitted,

(i) intentionally omitted,

(j) intentionally omitted,

(k) if Tenant shall (A) suspend or discontinue its business, (B) make a general assignment for the benefit of creditors, (C) admit in writing its inability to pay its debts as they become due, (D) file a voluntary petition in bankruptcy, (E) become insolvent, (F) file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment of debt, liquidation or dissolution or similar relief under any present or future statute, law or regulation of any jurisdiction, (G) petition or apply for any receiver, custodian or any trustee for any substantial part of its property or (H)

take any formal action for the purpose of effecting any of the foregoing or looking to its liquidation or winding up, or

(l) if an order for relief is entered under any bankruptcy or similar law or any other decree or order is entered by a court of competent jurisdiction (i) adjudicating Tenant bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Tenant, (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Tenant or of any substantial part of its property, or (iv) ordering the winding up or liquidation of the affairs of Tenant, and any such decree or order continues unstayed and in effect for a period of ninety (90) days.

then, in any of such cases, in addition to any other remedies available to Landlord at law or in equity, Landlord shall be entitled to give to Tenant a notice of intention to end the Term at the expiration of five (5) days from the date of the giving of such notice, and, in the event such notice is given, this Lease and the term and estate hereby granted shall terminate upon the expiration of such five (5) days with the same effect as if the last of such five (5) days were the Expiration Date, but Tenant shall remain liable for damages as provided herein or pursuant to law.

6.04 Re-entry by Landlord.

If Tenant defaults in the payment of any Rent and such default continues for the five (5) days referred to in Section 6.03(a), or if this Lease shall terminate as in Section 6.03 provided, Landlord or Landlord's agents and servants may immediately or at any time thereafter re-enter into or upon the Premises, or any part thereof, either by summary dispossession proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefor, and may repossess the same, and may remove any persons therefrom, to the end that Landlord may have, hold and enjoy the Premises. The words "re-enter" and "re-entering" as used in this Lease are not restricted to their technical legal meanings. Upon such termination or re-entry, Tenant shall pay to Landlord any Rent then due and owing (in addition to any damages payable under Section 6.05).

6.05 Damages.

If this Lease is terminated under Section 6.03, or if Landlord re-enters the Premises under Section 6.04, Tenant shall pay to Landlord as damages, at the election of Landlord, either:

(a) a sum which, at the time of such termination, represents the then value of the excess, if any, of (1) the aggregate of the Rent which, had this Lease not terminated, would have been payable hereunder by Tenant for the period commencing on the day following the date of such termination or re-entry to and including the Expiration Date over (2) the aggregate fair rental value of the Premises for the same period (for the purposes of this clause (a) the amount of Additional Charges which would have been payable by Tenant under Section 2.04 shall, for each calendar year ending after such termination or re-entry, be deemed to be an amount equal to the amount of such Additional Charges payable by Tenant for the calendar year immediately preceding the calendar year in which such termination or re-entry shall occur), or

(b) sums equal to the Rent that would have been payable by Tenant through and including the Expiration Date had this Lease not terminated or had Landlord not re-entered the Premises, payable upon the due dates therefor specified in this Lease, plus interest at the Interest Rate on the amount unpaid, computed from the date such payment became due and payable to and including the date of payment and a late payment charge equal to five percent (5%) of the unpaid amount; provided, that if

Landlord shall relet all or any part of the Premises for all or any part of the period commencing on the day following the date of such termination or re-entry to and including the Expiration Date, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the expenses incurred or paid by Landlord in terminating this Lease and of re-entering the Premises and of securing possession thereof, as well as the expenses of reletting, including, without limitation, altering, preparing and improving the Premises for new tenants, brokers' commissions, legal, design and all other expenses properly chargeable against the Premises and the rental therefrom in connection with such reletting, as well as the unamortized amount of Landlord's costs to alter, prepare and improve the Premises for Tenant and brokerage commissions, legal, design and all other expenses in connection with this Lease, it being understood that any such reletting may be for a period equal to or shorter or longer than said period; provided, further, that (i) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord under this Lease, (ii) in no event shall Tenant be entitled, in any suit for the collection of damages pursuant to this Section 6.05(b), to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit, (iii) if the Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot rentable area basis shall be made of the rent received from such reletting and of the expenses of reletting and (iv) Landlord shall have no obligation to so relet the Premises and Tenant hereby waives any right Tenant may have, at law or in equity, to require Landlord to so relet the Premises.

Suit or suits for the recovery of any damages payable hereunder by Tenant, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall require Landlord to postpone suit until the date when the Term would have expired but for such termination or re-entry.

6.06 Other Remedies.

Nothing contained in this Lease shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Anything in this Lease to the contrary notwithstanding, during the continuation of any default by Tenant, Tenant shall not be entitled to exercise any rights or options, or to receive any funds or proceeds being held, under or pursuant to this Lease.

6.07 Right to Injunction.

In the event of a breach or threatened breach by Tenant of any of its obligations under this Lease, Landlord shall also have the right to seek an injunction. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled, and Landlord may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for.

6.08 Certain Waivers.

Tenant waives and surrenders all right and privilege that Tenant might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after any termination of this Lease. Tenant also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession for nonpayment of rent, and the

provisions of any successor or other law of like import. Landlord and Tenant each waive trial by jury in any action in connection with this Lease.

6.09 No Waiver.

Failure by either party to declare any default immediately upon its occurrence or delay in taking any action in connection with such default shall not waive such default but such party shall have the right to declare any such default at any time thereafter. Any amounts paid by Tenant to Landlord may be applied by Landlord, in Landlord's discretion, to any items then owing by Tenant to Landlord under this Lease. Receipt by Landlord of a partial payment shall not be deemed to be an accord and satisfaction (notwithstanding any endorsement or statement on any check or any letter accompanying any check or payment) nor shall such receipt constitute a waiver by Landlord of Tenant's obligation to make full payment. No act or thing done by Landlord or its agents shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord and by each Superior Lessor and Superior Mortgagee whose lease or mortgage provides that any such surrender may not be accepted without its consent.

6.10 Holding Over.

If Tenant holds over without the consent of Landlord after expiration or termination of this Lease, (a) Tenant shall pay as holdover rental for each month of the holdover tenancy an amount equal to (x) for the first thirty (30) days of such holdover, one hundred fifty percent (150%), and (y) thereafter, two hundred percent (200%) of the greater of (i) the fair market rental value of the Premises for such month (as reasonably determined by Landlord) and (ii) the Rent which Tenant was obligated to pay for the month immediately preceding the end of the Term; and (b) if such holdover exceeds thirty (30) days, Tenant shall be liable to Landlord for and indemnify Landlord against (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises (a "New Tenant") by reason of the late delivery of space to the New Tenant as a result of Tenant's holding over or in order to induce such New Tenant not to terminate its lease by reason of the holding over by Tenant, (ii) the loss of the benefit of the bargain if any New Tenant shall terminate its lease by reason of the holding over by Tenant and (iii) any claim for damages by any New Tenant. No holding over by Tenant after the Term shall operate to extend the Term. Notwithstanding the foregoing, the acceptance of any rent paid by Tenant pursuant to this Section 6.10 shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding.

6.11 Attorneys' Fees.

If Landlord or Tenant places the enforcement of this Lease or any part thereof in the hands of an attorney, or files suit upon the same, as a result of the default of the other hereunder, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees and disbursements and court costs.

6.12 Non-Liability and Indemnification.

(a) Neither Landlord, any Superior Lessor or any Superior Mortgagee, nor any direct or indirect member, partner, director, officer, shareholder, principal, agent, servant or employee of Landlord, any Superior Lessor or any Superior Mortgagee (whether disclosed or undisclosed), shall be liable to Tenant for (i) any loss, injury or damage to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, nor shall the aforesaid parties be liable for any loss of or damage to property of Tenant or of others entrusted to employees of Landlord;

provided, that, except to the extent of the release of liability and waiver of subrogation provided in Section 7.03 hereof, the foregoing shall not be deemed to relieve Landlord of any liability to the extent resulting from the negligence or willful misconduct of Landlord, its agents, servants or employees in the operation or maintenance of the Premises or the Building, (ii) any loss, injury or damage described in clause (i) above caused by other tenants or persons in, upon or about the Building, or caused by operations in construction of any private, public or quasi-public work or by reason of any repairs, maintenance, alterations to the Building or any property adjacent to the Building, (iii) any loss, injury or damage described in clause (i) above caused by fire or other casualty, or (iv) even if negligent, consequential damages arising out of any loss of use of the Premises or any equipment, facilities or other Tenant's Property therein.

(b) This Lease and the obligation of Tenant to pay Rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall not be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease expressly or impliedly to be performed by Landlord or because Landlord is unable to make, or is delayed in making, any repairs, additions, alterations, improvements or decorations to be made by it under this Lease or is unable to supply or is delayed in supplying any equipment or fixtures to be supplied by it under this Lease, if Landlord is prevented or delayed from so doing by reason of strikes or labor troubles or by accident, or by any cause whatsoever beyond Landlord's control, including, but not limited to, laws, governmental preemption in connection with a national emergency or by reason of any Laws or by reason of failure of any building systems in the Building, or by reason of the conditions of supply and demand which have been or are affected by war, terrorism or other emergency

(c) Tenant shall indemnify and hold harmless Landlord, all Superior Lessors and all Superior Mortgagees and each of their respective direct and indirect member, partners, directors, officers, shareholders, principals, agents and employees (each, a "Landlord Indemnified Party"), from and against any and all claims arising from or in connection with (i) any work or thing done, or any condition created, in the Premises, including without limitation, any accident, injury or damage therein (except to the extent arising from the negligence or willful misconduct of any Landlord Indemnified Party), and (ii) any negligence or willful misconduct of Tenant or any person claiming through or under Tenant or any of their respective direct or indirect member, partners, directors, officers, shareholders, principals, agents, employees or contractors; together with all costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and disbursements. If any action or proceeding is brought against any Landlord Indemnified Party by reason of any such claim, Tenant, upon notice from such Landlord Indemnified Party shall resist and defend such action or proceeding (by counsel reasonably satisfactory to such Landlord Indemnified Party).

(d) Landlord shall indemnify and hold harmless Tenant its direct and indirect member, partners, directors, officers, shareholders, principals, agents and employees (each, a "Tenant Indemnified Party"), from and against any and all claims arising from or in connection with any negligence or willful misconduct of any Landlord Indemnified Party; together with all costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and disbursements. If any action or proceeding is brought against any Tenant Indemnified Party by reason of any such claim, Landlord, upon notice from such Tenant Indemnified Party shall resist and defend such action or proceeding (by counsel reasonably satisfactory to such Tenant Indemnified Party).

6.13 Landlord Default. The occurrence of any one or more of the following events shall

constitute a default and breach of this Lease by Landlord: (a) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion); or (b) the failure of any representation or warranty to be true in any material fashion when deemed given hereunder and not remedied within thirty (30) days of Tenant's notice to Landlord. In the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any and all remedies provided at law or in equity or elsewhere in this Lease.

ARTICLE 7

Insurance; Casualty; Condemnation

7.01 Compliance with Insurance Standards.

(a) Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy then issued in respect of the Retail Unit and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises, which would subject Landlord, any Superior Lessor or any Superior Mortgagee to any liability or responsibility for personal injury or death or property damage, or which would increase any insurance rate in respect of the Retail Unit over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Retail Unit in amounts reasonably satisfactory to Landlord, or which would result in the cancellation of, or the assertion of any defense by the insurer in whole or in part to claims under, any policy of insurance in respect of the Retail Unit.

(b) If, by reason of (i) the use of the Premises or areas outside of the Premises (both inside and outside of the Building) by Tenant and its customers or invitees (other than customary restaurant use) or (ii) any failure of Tenant to comply with this Lease, the premiums on Landlord's insurance on the Retail Unit shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of Tenant.

7.02 Insurance.

(a) Tenant shall maintain at all times during the Term (a) "all risk" property insurance covering all present and future Fixtures and Tenant's Property to a limit of not less than the full replacement cost thereof, (b) business interruption insurance in an amount not less than 12 months of Rent, (c) omitted, (d) boiler and machinery insurance, if there is a boiler, supplementary air conditioner or pressure object or similar equipment in the Premises, with limits of not less than the replacement value of such boiler and/or machinery and replacement cost of all property damaged thereby, (e) commercial general liability insurance, including a contractual liability endorsement consistent with a standard ISO contractual liability endorsement, and personal injury liability coverage, in respect of the Premises and the conduct or operation of business therein, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, (f) Worker's Compensation insurance meeting all state requirements and Employers Liability of not less than \$1,000,000 per occurrence, (g) Auto liability insurance not less than \$1,000,000 combined single limit, (h) Umbrella insurance excess of all liability insurance above not less than \$5,000,000 and (i) when Alterations are in process, the insurance specified in Section 4.02(f) hereof. The limits of such insurance shall not limit the liability of Tenant. All such commercial general liability policies shall name Landlord and its managing agent, if any, and each Superior Lessor and Superior

Mortgagee whose name and address shall have been furnished to Tenant, as additional insureds with respect to the liability insurance coverage, and as loss payees, as their interest may appear, with respect to the "all risk" property insurance. Tenant shall deliver to Landlord and any additional insureds, prior to the Commencement Date, such fully paid-for policies or certificates of insurance, in form reasonably satisfactory to Landlord issued by the insurance company or its authorized agent. Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant shall deliver to Landlord and any additional insureds such renewal policy or a certificate thereof before the expiration of any existing policy. All such policies shall be issued by companies of recognized responsibility licensed to do business in the State of Illinois and rated by Best's Insurance Reports or any successor publication of comparable standing as A-/VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be cancelled or allowed to lapse unless Landlord and any additional insureds are given prior written notice of such cancellation or modification. All policies shall be primary and non-contributory with respect to any insurance carried by an additional insured. Tenant shall cooperate with Landlord in connection with the collection of any insurance monies that may be due in the event of loss and Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required to recover any such insurance monies. Landlord may from time to time require that the amount of the insurance to be maintained by Tenant under this Section 7.02 be increased to the prevailing level customarily carried with respect to similar properties in Chicago, Illinois, provided that such increases are commercially reasonable and not imposed against Tenant in a discriminatory manner.

(b) Landlord shall comply with its insurance obligations under the CC&R.

7.03 Subrogation Waiver.

Landlord and Tenant shall each include in each of its insurance policies (insuring the Building in case of Landlord, and insuring Fixtures and Tenant's Property in the case of Tenant, against loss, damage or destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party during the Term or, if such waiver should be unobtainable or unenforceable, (a) an express agreement that such policy shall not be invalidated if the assured waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty or (b) any other form of permission for the release of the other party. Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property occurring during the Term to the extent to which it is, or is required to be, insured under a policy or policies containing a waiver of subrogation or permission to release liability.

7.04 Condemnation.

(a) If there shall be a total taking of the Building in condemnation proceedings or by any right of eminent domain, this Lease and the term and estate hereby granted shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be prorated and paid as of such termination date. If there shall be a taking of any material (in Landlord's reasonable judgment) portion of the Land or the Building (whether or not the Premises are affected by such taking), then Landlord may terminate this Lease and the term and estate granted hereby by giving notice to Tenant within thirty (30) days after the date of taking of possession by the condemning authority, provided that Landlord similarly terminates leases covering at least 50% of the rentable area of the Retail Unit. If there shall be a taking of the Premises of such scope (but in no event less than twenty percent (20%) thereof) that Tenant would not be able to operate its business in the untaken part of the Premises, then Tenant may terminate this Lease and the term and estate granted hereby by giving notice to Landlord within

thirty (30) days after the date of taking of possession by the condemning authority unless Landlord is able to provide additional space to offset the loss to be less than twenty percent (20%) thereof. If either Landlord or Tenant shall give a termination notice as aforesaid, then this Lease and the term and estate granted hereby shall terminate as of the date of such notice and all Rent shall be prorated and paid as of such termination date. In the event of a taking of the Premises which does not result in the termination of this Lease (i) the term and estate hereby granted with respect to the taken part of the Premises shall terminate as of the date of taking of possession by the condemning authority and all Rent shall be appropriately abated for the period from such date to the Expiration Date and (ii) Landlord shall with reasonable diligence restore the remaining portion of the Premises (exclusive of Fixtures and Tenant's Property) as nearly as practicable to its condition prior to such taking.

(b) In the event of any taking of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including, without limitation, any award made for the value of the estate vested by this Lease in Tenant or any value attributable to the unexpired portion of the Term, and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award; provided, that nothing shall preclude Tenant from intervening in any such condemnation proceeding to claim or receive from the condemning authority any compensation to which Tenant may otherwise lawfully be entitled in such case in respect of Tenant's Property or moving expenses, provided the same do not include any value of the estate vested by this Lease in Tenant or of the unexpired portion of the Term and do not reduce the amount available to Landlord or materially delay the payment thereof.

(c) If all or any part of the Premises shall be taken for a limited period, Tenant shall be entitled, except as hereinafter set forth, to that portion of the award for such taking which represents compensation for the use and occupancy of the Premises for the taking of Tenant's Property and for moving expenses, and Landlord shall be entitled to that portion which represents reimbursement for the cost of restoration of the Premises. This Lease shall remain unaffected by such taking and Tenant shall continue to be responsible for all of its obligations under this Lease to the extent such obligations are not affected by such taking and shall continue to pay in full all Rent when due. If the period of temporary use or occupancy shall extend beyond the Expiration Date, that part of the award which represents compensation for the use and occupancy of the Premises shall be apportioned between Landlord and Tenant as of the Expiration Date. Any award for temporary use and occupancy for a period beyond the date to which the Rent has been paid shall be paid to, held and applied by Landlord as a trust fund for payment of the Rent thereafter becoming due.

(d) In the event of any taking which does not result in termination of this Lease, (i) Landlord, whether or not any award shall be sufficient therefor, shall proceed with reasonable diligence to repair the remaining parts of the Building and the Premises (other than those parts of the Premises which constitute Fixtures and Tenant's Property) to substantially their former condition to the extent that the same may be feasible (subject to reasonable changes which Landlord deems desirable) and so as to constitute a complete and rentable Building and Premises and (ii) Tenant, whether or not any award shall be sufficient therefor, shall proceed with reasonable diligence to repair the remaining parts of the Premises which constitute Fixtures and Tenant's Property, to substantially their former condition to the extent that the same may be feasible, subject to reasonable changes, all of which shall be deemed Alterations.

7.05 Casualty.

(a) Tenant shall give immediate notice to Landlord in case of fire or other casualty in the Premises. If (a) so much of the Building is damaged or rendered untenable (whether or not the Premises, or a portion thereof, shall be damaged) by fire or other cause that Landlord shall determine not to restore the same or to demolish the remainder thereof; or (b) if the Premises shall suffer damage or be rendered untenable by fire or other casualty and Landlord shall determine (i) that Landlord's restoration work with respect to the Premises (or a portion thereof) cannot be reasonably expected to be completed under a normal working schedule within a period of eighteen (18) months after the occurrence of such damage or destruction or (ii) that each Superior Lessor and Superior Mortgagee will not permit Landlord to apply the net proceeds of Landlord's insurance to the restoration of the Building or the Premises, then and in any such event Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days of the occurrence of such fire or other casualty. If either (y) the Premises shall be totally or substantially damaged or rendered wholly or substantially untenable (whether or not any other portions of the Building shall be damaged) or (z) the Building shall be substantially damaged, so that Tenant's access to and use and enjoyment of the Premises shall be rendered substantially impossible, whether or not the Premises shall be damaged, and in case of either (y) or (z) Landlord determines Landlord's restoration work cannot reasonably be expected to be completed under a normal working schedule within a period of eighteen (18) months after the occurrence of such damage or destruction, then Landlord shall promptly notify Tenant of such fact, and within thirty (30) days thereafter either Landlord or Tenant may terminate this Lease by notice to the other party (provided that if Landlord exercises such right, it shall simultaneously terminate leases covering at least 50% of the rentable area of the Retail Unit). If during the last year of the Term the Building or the Premises shall be damaged by fire or casualty, and if such fire or casualty damage, whether to the Premises or the Building, cannot reasonably be expected to be repaired or restored within one hundred eighty (180) days from the time that repair or restoration work would commence or prior to the Expiration Date, whichever first occurs, then Landlord or Tenant shall have the right, by giving notice to the other not later than thirty (30) days after the occurrence of such damage, to terminate this Lease (provided that if Landlord exercises such right, it shall simultaneously terminate leases covering at least 50% of the rentable area of the Retail Unit). If either Landlord or Tenant shall give notice of termination pursuant to this Section 7.05, the Term shall expire by lapse of time upon the date which is thirty (30) days after such notice is given and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided for in this Section 7.05, Tenant's liability for rent shall cease as of the date of such termination, subject, however, to abatement thereof between the date of such casualty and the date of such termination pursuant to Section 7.05(b) below.

(b) If the Building or any portion thereof is damaged by fire or other casualty and this Lease is not terminated pursuant to Section 7.05(a) hereof, Landlord, promptly after such damage and the determination of the net amount of insurance proceeds available, shall use due diligence to restore the Premises (other than those parts of the Premises which constitute Fixtures and Tenant's Property) and the Building as nearly as possible to their condition prior to such fire or other casualty, and thereafter Tenant shall proceed with reasonable diligence to repair the remaining parts of the Premises which constitutes Fixtures and Tenant's Property to substantially their condition to the extent that the same may be feasible, subject to reasonable changes, all of which shall be deemed Alterations. Notwithstanding the foregoing, Landlord shall not be obligated to expend for such repairs and restoration any amount in excess of the net insurance proceeds made available to Landlord after deduction therefrom of Landlord's actual and reasonable expenses in obtaining such proceeds and any amounts applied by any Superior Lessor or Superior Mortgagee to obligations other than restoration of the Building. In no event shall Landlord be obligated to repair or restore any Fixtures or any Tenant's Property.

Where Landlord is obligated or otherwise elects to effect restoration of the Premises, unless such restoration is completed within eighteen (18) months from the date of the casualty (such period to be

subject, however, to extension where the delay in completion of such work is due to causes beyond Landlord's reasonable control (but in no event beyond twenty-four (24) months from the date of the casualty)), Tenant shall have the right to terminate this Lease at any time after the expiration of such 18-month period (as extended) but prior to the time that the restoration is substantially completed, such termination to take effect as of the thirtieth (30th) day after such notice is given, with the same force and effect as if such date were the date originally established as the Expiration Date hereof unless, within such thirty (30) day period such restoration is substantially completed, in which case Tenant's notice of termination shall be of no force and effect and this Lease and the Term shall continue in full force and effect.

(c) Until this Lease is terminated pursuant to Section 7.05(a) hereof or the restoration work has been completed pursuant to Section 7.05(b) hereof, the Fixed Rent, Tenant's Tax Payment and the Expense Payment shall be apportioned or adjusted according to the part of the Premises which is usable by Tenant in accordance with said Sections 7.05(a) or 7.05(b). No damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building. If rent abates in respect of all or any portion of the Premises under this Section 7.05(c) and Tenant reoccupies the affected portion of the Premises for the conduct of Tenant's business operations during the period in which restoration work is taking place and prior to the date that Landlord's restoration work is completed, the Fixed Rent allocated to the space so reoccupied shall be payable, and Tenant's Tax Share and Tenant's Share shall increase by the portion thereof allocable to such space, from the date which is forty-five (45) days after notice from Landlord that Landlord's restoration work is completed.

(d) Notwithstanding anything to the contrary contained in this Lease, if the Building or the Premises shall be substantially damaged by fire or casualty as the result of a risk not covered by the terms of casualty insurance at the time maintained by Landlord (or a risk that would have been covered by casualty insurance had Landlord maintained the casualty insurance it is so obligated to maintain under the CC&R) and such fire or casualty damage cannot, in the ordinary course, reasonably be expected to be repaired within thirty (30) days from the time that repair work would commence, Landlord may, at its election, terminate the Term by notice to Tenant given within thirty (30) days after such loss (provided that if Landlord exercises such right, it shall simultaneously terminate leases covering at least 50% of the rentable area of the Retail Unit). If Landlord shall give such notice, then this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the Expiration Date hereof.

(e) Notwithstanding anything to the contrary contained herein, Landlord will not carry insurance of any kind on any Fixtures or any Tenant's Property and shall not be obligated to repair any damage thereto or to replace the same.

ARTICLE 8

Miscellaneous Provisions

8.01 Notice.

All notices, demands, consents, approvals, waivers or other communications which may or are required to be given by either party to the other under this Lease (each, "Notice") shall be in writing and shall be delivered by (a) personal delivery, or (b) a nationally recognized overnight courier, in each case addressed to the party to be notified as follows:

If to Landlord, to:

AG-OCG 360 North Michigan Retail Owner, L.L.C.
 c/o Angelo, Gordon & Co., L.P.
 245 Park Avenue, 24th Floor
 New York, New York 10167
 Attn: Ryan Klenovich

With a copy to:

c/o Oxford Capital Group, LLC
 350 West Hubbard, Suite 140
 Chicago, Illinois 06054
 Attn: Sarang Peruri

And:

Duval & Stachenfeld LLP
 555 Madison Avenue, 6th Floor
 New York, New York 11022
 Attn: Terri L. Adler

If to Tenant, to:

12700 Park Central Drive
 Suite 1300
 Dallas, Texas 75251
 Attn: Chief Legal Officer
 Re: CBC No. 160 (360 N. Michigan)

For all Billing Statements, Reconciliation
 Documentation and Copies of all Notices:

Property Works
 720 Church Street
 Decatur, Georgia 30030
 Attn: CBC No. 160 (360 N. Michigan)

Either party may from time to time designate a different (or additional) address(es) for Notices by at least thirty (30) days prior Notice to the other party. Notices from Landlord may be given by Landlord's managing agent, if any, or by Landlord's attorney, and Notices from Tenant may be given by Tenant's attorney. Each Notice shall be deemed to have been given on the date such Notice is actually received as evidenced by a written receipt therefor from the personal delivery service, or national courier service, as applicable, and in the event of failure to deliver by reason of changed address of which no Notice was given or refusal to accept delivery, as of the date of such failure or refusal as evidenced by a written receipt therefor from the personal delivery service, or national courier service, as applicable.

8.02 Building Rules.

Tenant shall comply with, and Tenant shall cause its licensees, employees, contractors, agents and invitees to comply with, the rules of the Building set forth in Exhibit D, as the same may be reasonably modified or supplemented by Landlord from time to time for the safety, care and cleanliness of the Premises and the Building and for preservation of good order therein. Landlord shall provide reasonable advance notice of any modifications or additions to the rules and regulations, and such modifications or additions shall not be discriminatorily adopted or enforced against Tenant (it being agreed that in the event of a conflict between any of such modifications or additions and the terms of this Lease, the terms of this Lease shall prevail). Landlord shall not be obligated to enforce the rules of the Building against Tenant or any other tenant of the Building or any other party, and Landlord shall have no liability to Tenant by reason of the violation by any tenant or other party of the rules of the Building; provided, that Landlord shall not enforce the rules of the Building or adopt any modifications or additions to the rules or regulations in a manner which discriminates against Tenant (it being understood that rules may have varying impact on tenants, taking into account differences in their use and business operations). If any rule of the Building (or modification or addition of such rules) shall conflict with any provision of this Lease, such provision of this Lease shall govern.

8.03 Severability.

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

8.04 Certain Definitions.

(a) "Landlord" means only the owner, at the time in question, of the Building or that portion of the Building of which the Premises are a part, or of a lease of the Building or that portion of the Building of which the Premises are a part, so that in the event of any transfer or transfers of title to the Building or of Landlord's interest in a lease of the Building or such portion of the Building, the transferor shall be and hereby is relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, and it shall be deemed, without further agreement, that such transferee has assumed all obligations of Landlord during the period it is the holder of Landlord's interest under this Lease. Landlord shall have the right to make any such transfer or transfers of title to the Building or of Landlord's interest in a lease of the Building or such portion of the Building, without the consent of Tenant.

(b) "Landlord shall have no liability to Tenant" mean that Tenant is not entitled to terminate this Lease, or to claim actual or constructive eviction, partial, or total, or to receive any abatement or diminution of Rent, or to be relieved in any manner or any of its other obligations under this Lease, or to be compensated for loss or injury suffered or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this Lease or with respect to Tenant's use or occupancy of the Premises.

(c) Wherever appropriate in this Lease, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(d) The word "including" shall always be construed as followed by the words "without limitation".

8.05 Quiet Enjoyment.

Tenant shall and may peaceably and quietly have, hold and enjoy the Premises, subject to the other terms of this Lease and to Superior Leases and Superior Mortgages, provided that Tenant pays the Fixed Rent and Additional Charges to be paid by Tenant and performs all of Tenant's covenants and agreements contained in this Lease.

8.06 Limitation of Landlord's Personal Liability.

Tenant shall look solely to Landlord's interest in the Retail Unit for the recovery of any judgment against Landlord, and no other property or assets of Landlord or Landlord's partners, members, officers, directors, shareholders or principals, direct or indirect, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease. The liability of Landlord for Landlord's obligations under this Lease shall be limited to Landlord's interest in the Premises for such time as Landlord holds such interest only.

8.07 Counterclaims.

If Landlord commences any summary proceeding or action for nonpayment of Rent or to recover possession of the Premises, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action, unless Tenant's failure to interpose such counterclaim in such proceeding or action would result in the waiver of Tenant's right to bring such claim in a separate proceeding under applicable law.

8.08 Survival.

All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Tax Payments, Expense Payments and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

8.09 Certain Remedies.

If Tenant requests Landlord's consent and Landlord fails or refuses to give such consent, Tenant shall not be entitled to any damages for any withholding by Landlord of its consent, it being intended that Tenant's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where this Lease provides that Landlord shall not unreasonably withhold its consent. No dispute relating to this Lease or the relationship of Landlord and Tenant under this Lease shall be resolved by arbitration unless this Lease expressly provides for such dispute to be resolved by arbitration.

8.10 No Offer.

The submission by Landlord of this Lease in draft form shall be solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall confer no rights nor impose any obligations, including brokerage obligations, on either

party unless and until both Landlord and Tenant shall have executed a lease and duplicate originals thereof shall have been delivered to the respective parties.

8.11 Captions; Construction.

The table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease.

8.12 Amendments.

This Lease may not be altered, changed or amended, except by an instrument in writing signed by the party to be charged.

8.13 Broker.

Each party represents to the other that such party has dealt with no broker in connection with this Lease or the Building, and each party shall indemnify and hold the other harmless from and against all loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any claim for a commission or other compensation by any broker who alleges that it has dealt with the indemnifying party in connection with this Lease or the Building.

8.14 Merger.

Tenant acknowledges that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. This Lease embodies the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, understanding and statements, oral or written, with respect thereto are merged in this Lease.

8.15 Successors.

This Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors and assigns (except to the extent that an assignment requires the approval of Landlord and Landlord has not given such approval).

8.16 Applicable Law.

This Lease shall be governed by, and construed in accordance with, the Laws of the State of Illinois, without giving effect to any principles of conflicts of laws.

8.17 No Development Rights.

Tenant acknowledges that it has no rights to any development rights, air rights or comparable rights appurtenant to the Retail Unit, and Tenant consents, without further consideration, to any utilization of such rights by Landlord. Tenant shall promptly execute and deliver any instruments

which may be requested by Landlord, including instruments merging zoning laws, evidencing such acknowledgment and consent,

8.18 Rent Control.

If, at the commencement of or at any time or times during the Term, the Rent reserved in this Lease shall not be fully collectible by reason of any Laws, Tenant shall enter into such reasonable agreements and take such other reasonable steps (without additional expense to Tenant) as Landlord may reasonably request and as may be legally permissible to permit Landlord to collect the maximum rents which may from time to time during the continuance of such legal rent restriction be legally permissible (and not in excess of the amounts reserved therefor under this Lease).

8.19 Joint and Several Liability.

If Tenant consists of more than one person or entity, (i) the representations, warranties, covenants and liability of each such persons or entities shall be joint and several under this Lease, and (ii) the liability of each such person or entity shall be direct and immediate and shall not be conditional or contingent upon the pursuit of any remedies against any other person or entity.

8.20 Schedules and Exhibits.

All of the Schedules and Exhibits attached hereto are incorporated in and made a part of this Lease, but, in the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the Schedules and Exhibits hereto, the terms and provisions of this Lease shall control.

8.21 Landlord Consent.

All references in this Lease to the consent or approval of, or similar action by, Landlord shall be deemed to mean the written consent or approval of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, unless the granting or withholding of such consent is otherwise addressed in this Lease, in which event such provision in this Lease shall apply. Except as expressly set forth to the contrary in this Lease, no consent or approval of Landlord shall be effective for any purpose unless such consent or approval is set forth in a written instrument executed by Landlord. In any action by Tenant asserting that Landlord has unreasonably withheld its consent, Tenant agrees that its sole remedy shall be to seek declaratory or injunctive relief, and under no circumstances shall Tenant be entitled to seek or to recover any money damages or any modification or termination of this Lease.

8.22 Intellectual Property.

All intellectual property of Landlord and its affiliates, including without limitation trademarks, service marks, trade names and copyrights, shall remain the sole and exclusive property of Landlord, and Tenant shall have no right to use any of the same for any reason whatsoever. Tenant agrees to use all commercially reasonable efforts to preserve the intellectual property rights, including without limitation copyrights, trademarks, trade dress and patents, of Landlord in connection with the operation of the Premises.

8.23 No Third Party Beneficiaries.

Nothing in this Lease is intended to or shall create or confer any right, remedy or claim in any person not a party to this Lease, nor shall any insurer be entitled, by subrogation or otherwise, to rely on, enforce or make a claim based on this Lease except against its own insured in accordance with the terms of the policy between it and its insured.

8.24 Condominium Conversion.

In addition to the CC&R as set forth in Section 6.01(c) above, Tenant acknowledges that the Building and the land of which the Premises form a part may be subjected to the condominium form of ownership prior to the end of the Term of this Lease. Tenant agrees that if, at any time during the Term, the Building and the land shall be subjected to the condominium form of ownership, then, this Lease and all rights of Tenant hereunder are and shall be subject and subordinate in all respects to any condominium declaration and any other documents (collectively, the "Declaration") which shall be recorded in order to convert the Building and the land of which the Premises form a part to a condominium form of ownership. If any such Declaration is to be recorded, Tenant, upon request of Landlord, shall enter into an amendment of this Lease in such respects as shall be necessary to conform to such condominiumization, including, without limitation, appropriate adjustments to the Tenant's Tax Share and the Tenant's Share, provided that Tenant's rights under this Lease shall not be adversely affected as a result thereof (other than to a de minimis extent).

8.25 Force Majeure.

Except as hereinafter provided, in the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or Tenant to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. Notwithstanding anything to the contrary herein, the terms of this Section 8.25 shall not apply to any of Tenant's monetary obligations under this Lease.

8.26 Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Lease.

8.27 Confidentiality.

Landlord and Tenant shall hold in confidence and shall not disclose to third parties other than its officers, directors, partners, members, employees, representatives, brokers, lenders, attorneys, accountants and advisors, and shall cause its officers, directors, partners, members, employees, representatives, brokers, lenders, attorneys, accountants and advisors to hold in confidence and not disclose to third parties, the terms of (i) this Lease, including any amendments or modifications hereof, (ii) any renewal or extension of this Lease, or (iii) any waiver, forbearance, compromise, credit, or settlement with respect to this Lease, except to the extent any such terms (x) must be disclosed pursuant to any Law, or (y) are publicly known or become publicly known other than through the acts of Landlord or Tenant (as the case may be), or any of its officers, directors, partners, members, employees,

representatives, brokers, lenders, attorneys, accountants or advisers. The terms of this Section 8.27 shall survive the expiration or termination of this Lease.

ARTICLE 9

Representations and Warranties

9.01 Representations and Warranties.

Landlord and Tenant represents and warrants to the other party, as of the date of this Lease and as of the Commencement Date, as follows:

(a) Landlord or Tenant, as the case may be, is duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to enter into and execute this Lease and to consummate the transactions contemplated hereby. Landlord or Tenant, as the case may be, has received all requisite approvals necessary for the execution of this Lease and the consummation of the transactions contemplated hereby and this Lease constitutes the legal, valid and binding obligation of Landlord or Tenant, as the case may be, enforceable against Landlord or Tenant, as the case may be, in accordance with its terms.

(b) Neither the execution and delivery of this Lease nor the performance by Landlord or Tenant, as the case may be, of its obligations hereunder will violate, be in conflict with, result in a breach of, or constitute (with due notice or lapse of time, or both) a default under any applicable law or under any agreement or order binding upon Landlord or Tenant, as the case may be.

(c) (i) Landlord or Tenant, as the case may be, is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person"); (ii) Landlord or Tenant, as the case may be, is not (nor is it owned or controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Landlord or Tenant, as the case may be, (and any person, group, or entity which Landlord or Tenant, as the case may be, controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including, without limitation, any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation.

ARTICLE 10

Landlord's Contribution

10.01 Landlord's Contribution.

(a) Landlord shall reimburse Tenant its reasonable out of pocket costs and expenses incurred by Tenant for Alterations to be performed by Tenant in the New Ground Floor Premises in order

to prepare the same for Tenant's initial occupancy thereof ("Tenant's Initial Alteration Work"), equal to the lesser of (i) 5169,050, or (ii) the actual cost of Tenant's Initial Alteration Work, upon the following terms and conditions ("Landlord's Contribution"). Landlord's Contribution shall be payable by Landlord to Tenant within thirty (30) days following completion of Tenant's Initial Alteration Work, provided Landlord shall have received from Tenant the following:

(i) a certificate signed by Tenant's architect or an officer of Tenant certifying that all of Tenant's Initial Alteration Work has been satisfactorily completed in accordance with the plans and specifications therefor approved by Landlord,

(ii) all Building Department sign-offs and inspection certificates and any permits required to be issued by the Building Department or any other governmental entities having jurisdiction thereover (including, without limitation, the Landmark Commission), and

(iii) a statutory lien release from Tenant's general contractor performing Tenant's Initial Alteration Work.

(b) Notwithstanding anything to the contrary herein, Tenant shall not be entitled to make any request for a disbursement for Landlord's Contribution later than the eighteen (18) month anniversary of the substantial completion of Tenant's Initial Alteration Work (the "Outside Requisition Date") and if Tenant shall fail to make any such request for disbursement in connection with Tenant's performance of Tenant's Initial Alteration Work by the Outside Requisition Date, then Tenant shall waive Tenant's right to receive payment therefor in connection therewith.

(c) Tenant acknowledges and agrees that concurrently with the performance of Landlord's Work and Tenant's Initial Alteration Work, certain other retail tenants in the Retail Unit will be performing certain work in or around the New Ground Floor Premises, and the parties will agree to reasonably cooperate with each other in order to schedule the performance and construction of such work and the Tenant's Initial Alteration Work in a harmonious manner.

(d) If Tenant satisfies all of the conditions to payment of the Landlord's Contribution in accordance with this Section 10.01 and Landlord fails to pay to Tenant any amount of the Landlord's Contribution on or before the date on which the same is due and payable to Tenant under this Section 10.01, and provided that such failure continues for 30 days after Tenant notifies Landlord of such failure (which notice shall contain a legend in not less than 14 point four bold upper case letters as follows: "**THIS IS A NOTICE OF A CLAIMED OFFSET RIGHT GIVEN IN ACCORDANCE WITH SECTION 10.01 OF THE LEASE**"), then Tenant may set off such amount against the next installments of Rent owing due under this Lease. Landlord shall have the right within such 30-day period to deliver written notice to Tenant that Landlord disputes, in good faith, Tenant's entitlement to the amount claimed by Tenant, together with a reasonably detailed explanation of the reasons therefor. If Landlord fails to deliver such written notice to Tenant within such 30-day period, Landlord shall be deemed to have accepted Tenant's entitlement to the amount claimed by Tenant. In the event Landlord does deliver such written notice to Tenant within such 30-day period as provided above, the parties shall, in good faith, resolve such dispute(s) in a timely manner. Either party may submit any such dispute that remains unresolved for more than 30 days to the American Arbitration Association located in Chicago, Illinois. Any other dispute with respect to the payment of the Landlord's Contribution shall also be resolved by arbitration. If any such dispute is resolved in favor of Tenant, then the amount in dispute shall be paid to Tenant within 10 days after the determination of the arbitrator, failing which Tenant may give to Landlord 5 Business Days' notice of Tenant's intent to offset the amount due to Tenant against

the next installments of Rent due under this Lease (which notice shall contain a legend in not less than 14 point font bold upper case letters as follows: **"THIS IS A NOTICE OF A CLAIMED OFFSET RIGHT GIVEN IN ACCORDANCE WITH SECTION 10.01 OF THE LEASE"**) and if Landlord does not, within such 5 Business Day period, pay such amount to Tenant, then Tenant may set off such amount against the next installments of Rent coming due under this Lease.

ARTICLE 11

Renewal Options

11.01 Renewal Options.

(a) Provided Tenant (x) is not in default under any of the terms of this Lease beyond the expiration of applicable notice and cure periods and (y) is in occupancy of the Concourse/Basement Premises, both at the time of the exercise of the option hereinafter described and at the time of commencement of each Renewal Term (as defined in this Section 11.01(a)), subject to permitted closures, casualty and condemnation and events of force majeure, Tenant shall have two (2) options (each, a "Renewal Option") to renew the original term of this Lease with respect to the entire Premises only ("Original Term"), the first such option for the period commencing on the day immediately following the Expiration Date and ending on the fifth (5th) anniversary of the Expiration Date and the second such option for the period commencing on the day immediately following the expiration of the first Renewal Term and ending on the fifth (5th) anniversary of the expiration of the first Renewal Term (each, a "Renewal Term"). Each Renewal Term shall be upon the same terms as in this Lease, except that (i):

(1) the Fixed Rent payable during the first Renewal Term shall be one hundred ten percent (110%) of the annual Fixed Rent that was payable immediately prior to the Expiration Date; and

(2) the Fixed Rent payable during the second Renewal Term shall be one hundred ten percent (110%) of the annual Fixed Rent that was payable immediately prior to the expiration of the first Renewal Term;

(ii) any provisions of this Lease relating to the performance of any work in the Premises by Landlord or the payment by Landlord of any work allowance or the giving of any free or abated rent shall not be applicable during the Renewal Term; (iii) if Tenant shall have not properly exercised its right to the first Renewal Term, Tenant shall have no right to exercise the second Renewal Term, and (iv) during the second Renewal Term, Tenant shall have no right to further renew the term of this Lease. If Tenant so elects to renew this Lease for a Renewal Term, Tenant shall give written notice (each, "Tenant's Renewal Notice") to Landlord of such election on or before the day that is nine (9) months prior to the commencement of the applicable Renewal Term. Upon Landlord's receipt of Tenant's Renewal Notice, this Lease, subject to the provisions of this Article shall be automatically extended for the applicable Renewal Term with the same force and effect as if such Renewal Term had been originally included in the Term.

(b) Nothing in this Article shall affect Tenant's obligations to pay Additional Charges under this Lease. In the event that Tenant exercises its option in respect of either Renewal Term in accordance with this Article, the term "Term" shall mean the Original Term as extended for the applicable Renewal Term, and the term "Expiration Date" shall mean the date of expiration of the

applicable Renewal Term. Any termination, cancellation or surrender of this Lease shall terminate any right of renewal. Time shall be of the essence with respect to the exercise by Tenant of its rights under this Article. The rights granted to Tenant in this Article 11 shall be personal to the named Tenant herein and any assignee pursuant to Section 5.01(b).

ARTICLE 12

Outdoor Seating Area

12.01 Outdoor Seating Area.

(a) Subject to the terms of this Article 12, provided that Tenant is not in default hereunder, is in occupancy of one hundred percent (100%) of the Premises (subject to permitted closures, casualty, condemnation and events of force majeure) and has not assigned its interest in this Lease other than pursuant to Section 5.01(b), Landlord shall grant to Tenant, for use by Tenant's customers, employees, and invitees, a license (the "License") for the Term of this Lease to occupy the space more particularly described on Exhibit H annexed hereto (the "Outdoor Seating Area") at no additional rent for the purposes and in accordance with the terms and conditions set forth in this Article 12.

(b) So long as the License is in effect:

(i) Tenant shall use the Outdoor Seating Area solely as a dining area supplementing the dining area then in use in the Premises;

(ii) Tenant shall at all times maintain the Outdoor Seating Area in an attractive, clean and debris free appearance and shall perform such maintenance at such times as is necessary to keep the Outdoor Seating Area and the sidewalk adjoining the Premises in good order and condition and shall perform such cleaning and maintenance and snow removal at such times as is necessary (including any inclement weather) to keep such sidewalks clean and free of snow or debris (only during the seasonal periods that Tenant is actually occupying the Outdoor Seating Area, in each case performed by vendors reasonably approved by Landlord or by Tenant's employees;

(iii) Tenant shall not store any fixtures, furniture, equipment, and/or machinery on any portion of the Outdoor Seating Area;

(iv) all terms and provisions of this Lease, including without limitation the Rules and Regulations set forth on Exhibit D annexed hereto and those provisions herein pertaining to, maintenance, garbage removal, noise and restrictions, and compliance with Laws shall apply to the License and Tenant's use of the Outdoor Seating Area, as though the Outdoor Seating Area comprised a portion of the Premises;

(v) without limitation of the foregoing, Tenant shall power wash the Outdoor Seating Area as reasonably necessary;

(vi) Tenant shall obtain any necessary permits or approvals for the use of the Outdoor Seating Area;

(vii) Tenant's use of the Outdoor Seating Area shall at all times be in compliance with Landlord's insurance requirements therefor, including in the amounts and of the type set forth in Article 7; and

(viii) notwithstanding the foregoing, in addition to complying with the other terms and conditions of this Lease, Tenant shall operate the Outdoor Seating Area in a first-class manner and in compliance with all legal requirements.

(c) Tenant does hereby, for itself and its employees, legal representatives, successors and assigns indemnify, defend and hold harmless Landlord, and its employees, legal representatives, successors and assigns, from any and all liabilities, assessments, suits, damages, costs and expenses, attorneys' fees and judgments related to or arising out of Tenant's use of the Outdoor Seating Area, except to the extent arising from the negligence or willful misconduct of Landlord or its employees, legal representatives, successors or assigns.

ARTICLE 13

Parking

13.01 Parking.

Subject to the terms herein, Landlord grants to Tenant a license to use the two parking areas shown as hatched on Exhibit I annexed hereto (the "Parking Areas"), for use only by Tenant's employees for parking and loading, provided that (i) Tenant is not in default under this Lease beyond any applicable notice and grace periods, (ii) Tenant occupies the Concourse/Basement Premises (subject to permitted closures, casualty, condemnation and events of force majeure), and (iii) such parking is permitted by applicable laws. Tenant shall pay to Landlord one-third (1/3) of the annual charge to Landlord from the City of Chicago for the license of the parking area. In the event Tenant's annual charge from the City of Chicago includes a period of time that does not coincide with the Term of this Lease, then the charge to Tenant shall be prorated accordingly. Tenant acknowledges that Landlord's license for such parking is revocable by the City of Chicago at any time and is subject to price increases. In the event the parking area is closed or inaccessible for any reason outside the control of Landlord, Landlord shall use reasonable efforts to relocate the parking area or find Tenant replacement parking, the cost of which parking is to be at Tenant's sole cost and expense. If the parking area is closed or inaccessible as a result of the negligence or willful misconduct on the part of Landlord, Landlord shall be required to provide a reasonably satisfactory substitute area for parking, such parking to be at Landlord's sole cost and expense. Tenant shall have the right to sign such Parking Areas as "Corner Bakery Exclusive Van Parking" or similar working with Landlord's reasonable approval.

ARTICLE 14

Tenant's Termination Option

14.01 Tenant's Termination Option.

(a) In the event Tenant does not achieve Gross Sales (as defined in Section 14.01(b)) from the New Ground Floor Premises (as opposed to the Concourse/Basement Premises) of \$3,400,000 in any continuous twenty-four (24) months during the period commencing on the first day of the second (2nd) Lease Year and ending on the last day of the sixth (6th) Lease Year, then provided Tenant is not then in default beyond the expiration of applicable notice and cure periods, Tenant shall have the option of terminating this Lease with respect to the New Ground Floor Premises only by notice given to Landlord no later than sixty (60) days after the last date that Tenant is obligated hereunder to furnish to Landlord its written monthly report of Gross Sales for such 24th month. Such termination shall be

effective 60 days after the giving of such notice. In the event Tenant fails to timely submit any of the Gross Sales monthly reports required under this Lease during such 24-month period, then Tenant shall be deemed to have waived its right to terminate this Lease pursuant to this Section.

(b) As used herein, the term "Gross Sales," wherever used herein, shall be defined to mean the total amount of all sales of merchandise and/or services and all other receipts of all business conducted in, at, or from any part of the Premises, whether the same be for cash, barter, credit, check, charge account, gift, or merchandise certificates purchased, or other disposition of value without reserve and regardless of collection, in the event of sale upon credit or charge account, and whether made by Tenant, concessionaires, licensees, or assignees of Tenant or any other occupant of the Premises. The value of each sale shall be the actual total sales price charged the customer, and shall be reported in full in the month that the transaction occurs irrespective of when, or if, payment is received. Gross Sales includes orders and sales which originate in, at, or from the Premises, whether delivery or performance is made from the Premises or from another place, and orders and sales of goods and services delivered and performed from the Premises as a result of orders taken elsewhere; orders and sales mailed, telephoned, or telegraphed, which are received at or filled from the Premises; all sales and revenue accruing by means of mechanical, self-operated, or automatic vending devices on the Premises. Gross Sales shall not include any Federal, State, municipal or other sales, value added or retailer's excise taxes paid or accrued by Tenant; sales to employees or complimentary sales (not to exceed 3% of Gross Sales); discounts afforded customers from the redemption of coupons; fees paid by Tenant to credit card issuers and processors (not to exceed 3% of Gross Sales); condemnation proceeds; proceeds of insurance policies received by Tenant (other than business interruption insurance); the value of any exchange or transfer of food, beverages or merchandise between the Premises and any other store of Tenant or any affiliate of Tenant where such exchange, transfer or sale is not made for the purpose of consummating a sale made in, upon, or from the Premises; the sale of food, beverages or merchandise to any store of Tenant or any affiliate of Tenant if such sale is made for the purpose of providing inventory to such store; proceeds from any catering orders taken or filled at the Premises; proceeds from the sale of used restaurant equipment; alcohol beverage commission fees charged for private club memberships, if any; proceeds from the on-premises sale of gift certificates (until redeemed); or receipts from vending machines or pay telephones.

(c) With respect to the period commencing on the first day of the second (2nd) Lease Year and ending on the last day of the sixth (6th) Lease Year, and no later than fifteen (15) days following the end of each calendar month during such period, Tenant shall furnish to Landlord a statement certified by an authorized employee of Tenant of the Gross Sales made by Tenant from the Premises during the calendar month just ended.

(d) All such statements shall be in such form and style and contain such details and breakdown as Landlord may reasonably require. Tenant shall require its concessionaires and licensees to furnish similar statements as are required hereunder.

(e) Tenant will install, and during the Term of this Lease, will maintain, a cash register or registers capable of recording continuous totals of all receipts of sales made and services rendered in and from the Premises. Landlord shall be permitted to inspect Tenant's books and records for purposes of verifying Tenant's Gross Sales in connection with the exercise of its rights under this Article 14. Landlord agrees to hold in confidence all sales and related information furnished by Tenant, provided that such information may be provided by Landlord to the following parties: (a) actual and potential lenders, superior lessors, buyers and investors, and (b) to the extent required by law or subpoena. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be required to alter its record-keeping practices or accounting system to conform to Landlord's requirements for reporting

its sales, provided that Tenant shall nevertheless maintain the same record-keeping that is maintained in substantially all other businesses operated by Tenant and its affiliates under the same trade name. Tenant shall produce computer-generated reports based on such records in accordance with the reporting requirements of this Lease. If Landlord fails to raise any objection to Tenant's annual statement of Gross Sales within one (1) year after receipt of the same, such statement shall conclusively be deemed correct and Landlord shall have no right thereafter to dispute such statement. Tenant shall maintain and preserve, or cause to be maintained and preserved at the principal office of Tenant in accordance with generally accepted accounting practices for the type of business conducted by Tenant on the Premises, full, complete, accurate and detailed books, records and accounts of its Gross Sales, both for cash and on credit, derived from the business operation conducted on the Premises; provided, however, Tenant shall not be required to preserve any sales checks or cash register tapes for more than one (1) year after the end of the calendar year covered thereby. Landlord or its agents may inspect any and all records in Tenant's possession which relate to Gross Sales from the Premises at Tenant's principal business office at any time during normal business hours and normal working days upon prior reasonable notice. Such examination shall be conducted in a manner which will not interfere unreasonably with the business conducted at Tenant's principal office.

(f) Tenant's obligations under this Section 14.01 shall survive the expiration or sooner termination of this Lease.

ARTICLE 15

Termination of Original Lease; Surrender of Original Premises

15.01 Termination of Original Lease.

(i) The Original Lease shall terminate on December 31, 2017 (the "Original Lease Expiration Date"), it being acknowledged and agreed that from and after the Commencement Date, the Original Lease shall be superseded in its entirety by this Lease).

(ii) All rent and additional rent, payable under the Original Lease shall be apportioned as of the Original Lease Expiration Date. If the amount of any such additional rent, due or prepaid, under the Original Lease cannot be determined as of the Original Lease Expiration Date, Tenant shall remain liable for the payment of any such additional rent attributable to the period prior to the Original Lease Expiration Date and through and including the Original Lease Expiration Date and Landlord shall refund to Tenant any such additional rent prepaid by Tenant which is attributable to a period after the Original Lease Expiration Date.

(iii) Tenant hereby represents, warrants and covenants that on the date of execution and delivery hereof: (a) Tenant owns the Original Lease and has the full right and power to enter into this Lease with respect to the Original Premises and the Premises and the surrender terms and conditions set forth in this Article 15; (b) Tenant has not taken any action which shall, in any manner, impair the rights, title and interest of Landlord in and to the Original Premises; (c) Tenant has not encumbered the Original Lease, the Lease, the Original Premises or any of the fixtures, improvements, installations and appurtenances in and to the Premises by any prior transfer, assignment, mortgage, pledge or lien and it has not taken any action which could limit its right to cancel and terminate the Original Lease and surrender the Original Premises as provided herein; and (d) no one, other than Tenant, has acquired, through or under Tenant, any right, title or interest in or to the Lease or the term or estate thereby granted or in or to the Original Premises. The foregoing representations and warranties

shall be true and complete as of the Surrender Date as a condition precedent to the performance of Landlord's obligations hereunder. The representations, warranties and covenants contained in this Agreement shall survive and inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

15.02 Surrender of Original Premises.

(a) On March 1, 2018 (the "Surrender Date"), Tenant shall (i) vacate and surrender to Landlord possession of the Original Ground Floor Premises, and (ii) vacate and surrender to Landlord that portion of the Concourse/Basement Premises more particularly shown as outlined in black on the floor plan annexed hereto as Exhibit B-3 (the "Vacated Concourse/Basement Area") on the terms and conditions of this Lease. From and after the Surrender Date, Tenant shall have no further right to occupy the Original Premises, subject to the terms and conditions of Section 1.01.

(b) Effective as of the Surrender Date, the Lease shall terminate as to the Original Premises (other than the portion of the Original Premises that is the Temporary Concourse/Basement Premises, and subject in any event to the terms of Section 1.01) and Tenant does surrender to Landlord all of its right, title and interest in and to the Lease with respect to the Original Premises, except as otherwise provided herein.

(c) Tenant shall vacate and deliver full and complete vacant, broom clean possession of the Original Ground Floor Premises to Landlord on or before the Surrender Date in its current condition. Tenant shall also then deliver to Landlord all keys to the Original Premises.

(d) All Fixed Rent and Additional Charges payable under this Lease (including, without limitation, the Original Premises Fixed Rent payable hereunder) with respect to the Original Premises shall be apportioned as of the Surrender Date. If the amount of any such Additional Charges, due or prepaid, under the Lease with respect to the Original Premises cannot be determined as of the Surrender Date, Tenant shall remain liable for the payment of any such Additional Charges attributable to the period prior to the Surrender Date and through and including the Surrender Date and Landlord shall refund to Tenant any such additional rent prepaid by Tenant which is attributable to a period after the Surrender Date.

(e) If Tenant fails to so vacate the Original Premises and deliver possession thereof to Landlord on or before the Surrender Date, then (i) the Lease shall nevertheless automatically terminate with respect to the Original Premises on the Surrender Date (other than the portion of the Original Premises that is the Temporary Concourse/Basement Premises, and subject in any event to the terms of Section 1.01), (ii) the Surrender Payment (as defined in Section 15.03) shall reduce as hereinafter provided, and (iii) Landlord may take all steps necessary under the Lease or by law to obtain possession of the Original Premises, and if Tenant fails to so vacate the Original Premises and deliver possession thereof to Landlord on the Surrender Date, Tenant shall indemnify and hold Landlord harmless from and against any loss, cost, damage, liability or expense that Landlord may suffer as a result thereof. In addition, should Tenant fail or refuse to vacate and deliver to Landlord the Original Premises on the Surrender Date, Landlord shall have the rights set forth in Article 6 of this Lease and the right to institute and maintain summary proceedings or any other action or proceeding available under the Lease or this Agreement, or at law or in equity. The foregoing shall not in any way permit, or be deemed to authorize, Tenant to remain in possession of the Original Premises after the Surrender Date.

(f) In addition to Landlord's obligations under Section 4.01(b) above, Landlord shall reimburse Tenant for its reasonable out-of-pocket costs incurred, if any, in connection which are

necessary by reason of relocating out of the Concourse/Basement Premises into the Temporary Concourse/Basement Premises, including, without limitation, out-of-pocket moving costs, and out-of-pocket costs of removing, relocating and installing or reinstalling any furniture, telecommunications wiring, equipment or services not otherwise performed by Landlord, if any. For the avoidance of doubt, Tenant shall have the right to continue Tenant's operation in the Concourse/Basement Premises in accordance with the terms of this Lease until the Temporary Concourse/Basement Premises is available for Tenant's use and occupancy.

15.03 Surrender Payment.

The parties hereto acknowledge and agree that contemporaneously with Tenant's surrender of the Original Premises in accordance with Section 15.02 and in consideration thereof, on the Surrender Date, Landlord shall make a payment to Tenant in an amount equal to \$1,000,000 (the "Surrender Payment"); provided, however, that if Tenant shall fail to so surrender the Original Premises on or prior the Surrender Date as provided herein, then upon Tenant's actual surrender of the Original Premises as required herein, Landlord shall pay Tenant the Surrender Payment, except that the amount of the Surrender Payment shall be reduced by \$10,000 for each of the first thirty (30) days, and \$20,000 for each day thereafter, that shall elapse between the Surrender Date and the date by which Tenant shall so surrender the Original Premises.

ARTICLE 16

Landlord's Leasing Restriction

16.01 Landlord's Leasing Restriction. Provided Tenant is open to the public for the conduct of business for the permitted use in the ground floor portion of the Premises (other than during the period during which Landlord's Work is being performed, remodeling, casualty and condemnation), has not assigned this Lease or sublet the Premises (other than to a successor or affiliate as permitted hereby) and is not in default beyond the expiration of any applicable notice and cure periods, Landlord shall not enter into a lease for space in the portion of the ground floor of the Retail Unit shown as the "Restricted Area" on Exhibit J with tenants whose business consists primarily of a combination of sandwiches, soups and salads. The following brands are examples of such tenants: Allumia Bread Company, Au Bon Pain, Baker Brothers, Bear Rock Cafe, Briazz, Cafe Express, Camille's Sidewalk Cafe, Champagne Bakery Cafe, Cusi, Kneaders Bakery & Cafe, La Boulange, La Madeleine, Le Pain Quotidien, Panera Bread, Paradise Bakery & Cafe, Paul Bakery, Piro-A-Manger, Potbelly, Roly Poly, Sandella's Cafe, Specialty's Cafe & Bakery, and Wildflower Bread Company.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

Landlord:

AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C.,
a Delaware limited liability company

By: AG-OCG 360 North Michigan Parent, L.L.C., a
Delaware limited liability company, its sole member

By: AG Real Estate Manager, Inc., a Delaware
corporation, its manager

By:

Name:

Title:

Scott Glusberg

Vice President

Tenant:

CBC RESTAURANT CORP., a Delaware corporation

By:

Name: Blake Berner

Title: Chief Legal Officer

EXHIBIT A**Description of Land of Retail Unit****EXHIBIT A.1(a)****LEGAL DESCRIPTION OF RETAIL PARCEL****RETAIL PARCEL 1**

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOMB AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 14.55 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 15.47 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE NORTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4, THENCE NORTH 51 DEGREES 32 MINUTES 11 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 63.81 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 29 MINUTES 39 SECONDS EAST 32.60 FEET; THENCE NORTH 37 DEGREES 51 MINUTES 15 SECONDS EAST 24.39 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 49 SECONDS EAST 19.4 FEET; THENCE NORTH 17 DEGREES 31 MINUTES 13 SECONDS EAST 7.55 FEET; THENCE NORTH 42 DEGREES 01 MINUTES 45 SECONDS WEST 49.40 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 43.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOMB AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 14.55 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 15.47 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE NORTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4, THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE

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NORTHWESTERLY LINE OF SAID TRACT, 115.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 09 MINUTES 45 SECONDS EAST, 215.6 FEET; THENCE NORTH 57 DEGREES 52 MINUTES 15 SECONDS EAST, 36.65 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 66.6 FEET; THENCE NORTH 37 DEGREES 12 MINUTES 15 SECONDS EAST, 55.81 FEET TO THE NORTH-EASTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID NORTH-EASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 15.98 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 4.63 FEET; THENCE NORTH 52 DEGREES 09 MINUTES 45 SECONDS WEST, 21.54 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 12 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 61.16 FEET TO THE POINT OF BEGINNING, IN COCK COUNTY, ILLINOIS

RETAIL PARCEL 1

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN BLOCKS AND OTHERS RESUBDIVISION OF LOTS 1, 4, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 6 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 27 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.05 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.45 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PRESCRIBED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 69.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 30 MINUTES 33 SECONDS EAST, 32.69 FEET; THENCE NORTH 39 DEGREES 52 MINUTES 18 SECONDS EAST, 34.29 FEET; THENCE SOUTH 32 DEGREES 07 MINUTES 45 SECONDS EAST, 7.24 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 15.46 FEET; THENCE SOUTH 32 DEGREES 07 MINUTES 45 SECONDS WEST, 12.70 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 18 SECONDS WEST, 5.91 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 18.14 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 50.64 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 45 SECONDS WEST, 19.44 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 11.62 FEET; THENCE SOUTH 34 DEGREES 30 MINUTES 33 SECONDS EAST, 31.71 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT; THENCE NORTH 27 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 35.39 FEET; THENCE NORTH 32 DEGREES 07 MINUTES 45 SECONDS WEST, 1.51 FEET; THENCE NORTH 30 DEGREES 55 MINUTES 45 SECONDS EAST, 41.26 FEET; THENCE SOUTH 32 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID

EXHIBIT 177K.0

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TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 10.34 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 11 SECONDS WEST, 1.08 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 7.47 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 9.37 FEET; THENCE SOUTH 48 DEGREES 04 MINUTES 15 SECONDS EAST, 1.31 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 21 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 31.76 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 51 DEGREES 07 MINUTES 45 SECONDS WEST, 15.18 FEET; THENCE SOUTH 37 DEGREES 32 MINUTES 11 SECONDS WEST, 4.87 FEET; THENCE NORTH 51 DEGREES 07 MINUTES 45 SECONDS WEST, 21.34 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 32 MINUTES 11 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 117.88 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCELS

THAT PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN PORT DEARBORN ADDITION TO CHICAGO, IN SECTION 14, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 46.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 21.97 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 89 DEGREES 04 MINUTES 11 SECONDS WEST, 1.51 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 41 SECONDS EAST, 10.34 FEET; THENCE SOUTH 48 DEGREES 04 MINUTES 15 SECONDS EAST, 1.31 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE 48.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCELS

THAT PART OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 4 OF PORT DEARBORN ADDITION TO CHICAGO IN SECTION 14, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 46.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 21.97 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

ENCLOSURE ATTACHED

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 APFORESAID; THENCE NORTH 00 DEGREES 45 MINUTES 45 SECONDS EAST; ALONG THE EAST LINE OF SAID TRACT, 48.40 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 56.00 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 09 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 48.37 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH LINE, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 6

THAT PART OF LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN PORT DEARBORN ADDITION TO CHICAGO IN SECTION 09, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING UPON A HORIZONTAL PLANE HAVING AN ELEVATION OF 41.04 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.35 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 APFORESAID; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 48.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 43.61 FEET TO THE NORTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE, THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 22.93 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, 4.45 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 25.46 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 45 SECONDS WEST, 0.50 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 31.56 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 15 SECONDS WEST, 2.44 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 4.37 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 45 SECONDS WEST, 10.14 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 2.30 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 60 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 10.35 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 15 SECONDS WEST, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 7

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN BLOCK 8 AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN PORT DEARBORN ADDITION TO CHICAGO, IN SECTION 09, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A

ENCLOSURE

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TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 66.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.95 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHWESTERLY LINE THEREOF; THENCE NORTH 04 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 28.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 04 MINUTES 13 SECONDS WEST, 1.16 FEET; THENCE NORTH 52 DEGREES 47 MINUTES 43 SECONDS WEST, 7.57 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 15 SECONDS EAST, 9.37 FEET; THENCE SOUTH 10 DEGREES 04 MINUTES 13 SECONDS EAST, 1.31 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 20 DEGREES 45 MINUTES 43 SECONDS WEST, ALONG SAID EAST LINE, 12.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL B

THAT PART OF LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 66.00 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.95 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE SOUTHWEST CORNER OF LOT 9 AFORESAID; THENCE NORTH 88 DEGREES 45 MINUTES 45 SECONDS EAST, THE WEST LINE OF SAID TRACT, 58.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, ALONG SAID WEST LINE, 11.04 FEET; THENCE NORTH 10 DEGREES 04 MINUTES 13 SECONDS WEST, 3.45 FEET; THENCE SOUTH 51 DEGREES 07 MINUTES 45 SECONDS EAST, 6.27 FEET; THENCE SOUTH 27 DEGREES 52 MINUTES 15 SECONDS WEST, 10.18 FEET; THENCE NORTH 59 DEGREES 04 MINUTES 13 SECONDS WEST, 2.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL C

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RECONSTRUCTION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 66.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE

Version: 04/10/12

HAVING AN ELEVATION OF 41.46 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROTECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE OF SAID TRACT, 62.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 39 MINUTES 19 SECONDS EAST, 12.89 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 34.20 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 41 SECONDS EAST, 7.14 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 4.55 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 41 SECONDS EAST, 51.84 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 30.51 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 41 SECONDS WEST, 11.42 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 38.71 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 15.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 40 DEGREES 55 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 18.62 FEET; THENCE NORTH 30 DEGREES 04 MINUTES 23 SECONDS WEST, 1.08 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 41 SECONDS WEST, 4.41 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 7.94 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 40 DEGREES 55 MINUTES 41 SECONDS EAST, ALONG SAID EAST LINE, 2.44 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE NORTHEASTERLY ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 33 DEGREES 07 MINUTES 41 SECONDS WEST, 11.58 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 4.83 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 41 SECONDS WEST, 13.34 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE, 177.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCELS

THAT PART OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.51 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 41.46 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROTECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 ABOVE SAID; THENCE NORTH 40 DEGREES 55

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MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 72.01 FEET TO THE NORTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE, THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 19 DEGREES 04 MINUTES 15 SECONDS WEST, 22.95 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 45 SECONDS EAST, 4.13 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 25.41 FEET; THENCE NORTH 12 DEGREES 07 MINUTES 45 SECONDS WEST, 9.50 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 90 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 31.76 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 3.44 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 62.7 FEET; THENCE SOUTH 37 DEGREES 32 MINUTES 15 SECONDS WEST, 10.31 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 3.44 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 90 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 16.42 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 16 DEGREES 55 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH LINE, 16.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 5,233 SQUARE FEET, 0.121 ACRES.

RETAIL PARCEL 11

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RE-SUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, A.E.I. TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.56 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 66.10 AS OF A CHICAGO CITY DATUM, AND LARGELY WITHIN ITS ORIGINAL LOTS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHERLY LINE THEREOF; THENCE NORTH 10 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 80.11 FEET; THENCE NORTH 22 DEGREES 04 MINUTES 15 SECONDS WEST, 7.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 5.54 FEET; THENCE NORTH 37 DEGREES 32 MINUTES 15 SECONDS EAST, 9.35 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 1.54 FEET; THENCE SOUTH 17 DEGREES 53 MINUTES 33 SECONDS WEST, 9.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 12

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, IN LOOMIS AND OTHERS RE-SUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, A.E.I. TAKEN AS A

2022 05/27/2022

- 7 -

TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 85.94 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 46.00 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE HORIZONTAL LINES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHERLY LINE THEREOF; THENCE NORTH 00 DEGREES 51 MINUTES 45 SECONDS EAST, ALONG SAID EAST, 40.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 52 DEGREES 10 MINUTES 27 SECONDS WEST, 7.01 FEET; THENCE NORTH 27 DEGREES 51 MINUTES 53 SECONDS EAST, 9.31 FEET; THENCE SOUTH 24 DEGREES 07 MINUTES 29 SECONDS EAST, 10.68 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 12.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 21.16 SQUARE FEET, 0.0009 ACRES.

Commeled by Instrument of 360 North Michigan Avenue, Chicago, Illinois

Instrument Index Numbers: IT-06-000-001-0000, 17-10-000-000-0000

EXHIBIT B-1

Original Ground Floor Premises

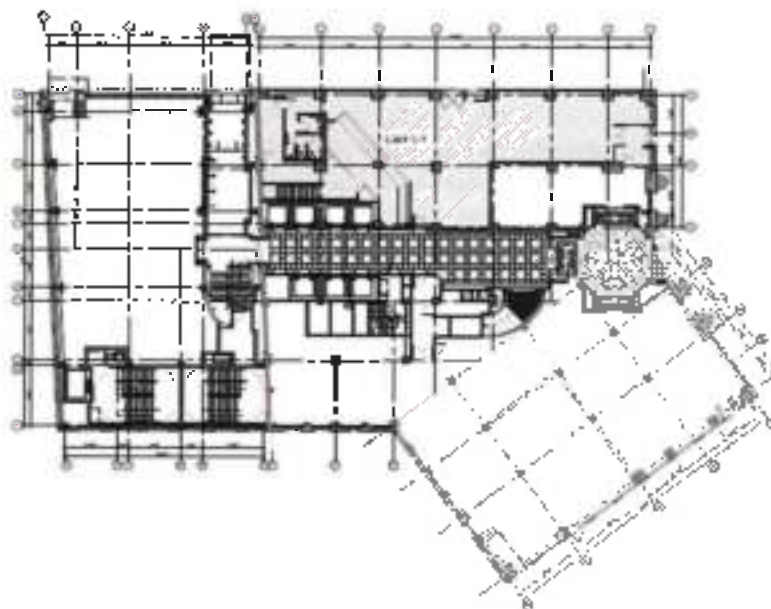


Exhibit B-1: Original Ground Floor Premises
350 North Michigan Avenue Chicago, IL 60601

EXHIBIT B-2

Concourse/Basement Premises

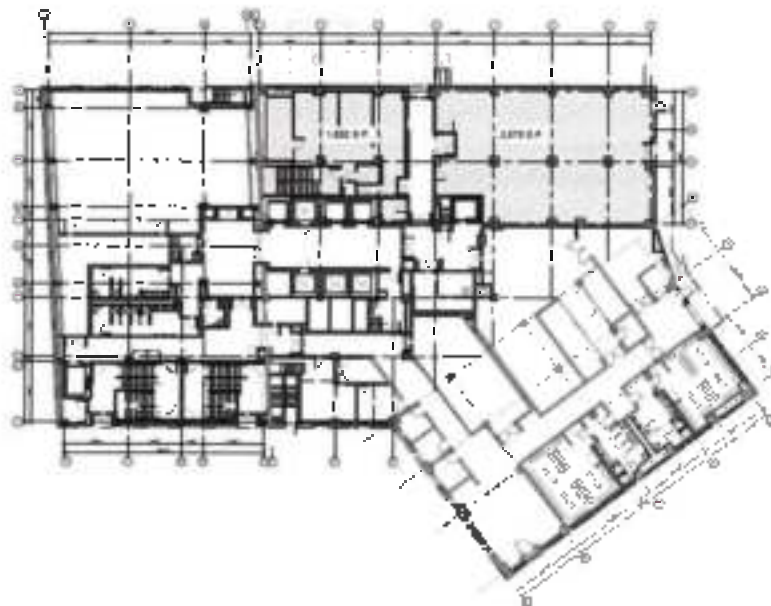


Exhibit B-2: Original and New Concourse/Basement Premises
880 North Michigan Avenue Chicago, IL 60611

EXHIBIT B-3

Vacated Concourse/Basement Area

Chinese, Japanese
Construction Kitchens
Manufacturers
4/19/87

Updated/Clarified
2/10/2017

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1. **Background** - Please provide a brief overview of the project and the specific area of research.

EXHIBIT B-4
New Ground Floor Premises

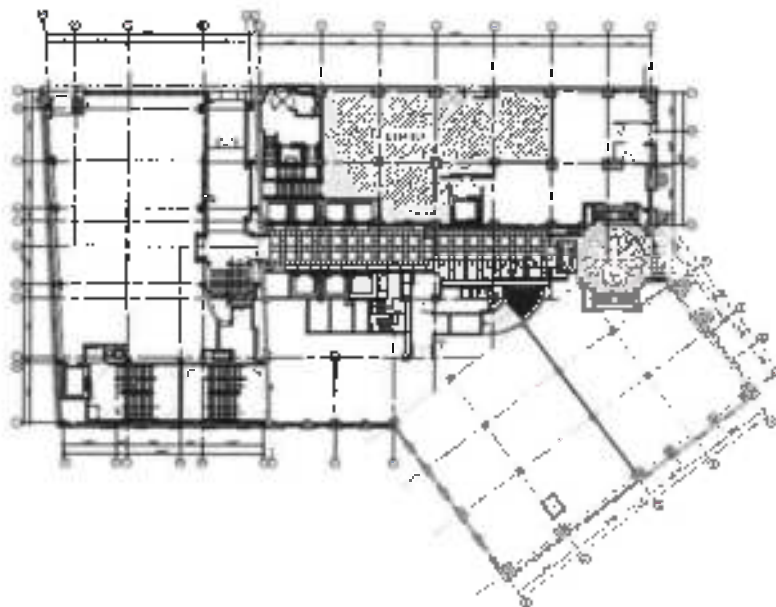


Exhibit B-4c: New Ground Floor Premises
501 North Michigan Avenue Chicago, IL 60611

EXHIBIT C**Landlord's Work**

The following work (unless otherwise specifically provided herein) shall be of material, manufacture, design, capacity, quality, finish and color of the standard adopted by Landlord for the Building and, where quantities are hereinafter specified, such quantities shall include any existing installations to the extent usable and used in the performance of such work:

The following are improvements needed to the Ground/Retail Level portion of the existing Corner Bakery Café space.

Construction Prep:

1. Provide construction barricades if required.
2. Provide temporary water and 200 amp electrical services for tenant's use during construction of demised premises.
3. Provide access to adjacent lease spaces, both horizontally and vertically for necessary installation and maintenance of tenant's equipment.
4. Provide at no cost to tenant, reasonable access to elevators serving the Basement/Concourse Level docks.
5. Provide at no cost to tenant, adequate staging area outside the Premises for construction materials, equipment and at least one, six cubic yard construction waste dumpster (plus adequate area for recycling of construction debris if required by the relevant authority).

Demolition:

1. Demolish and remove all existing interior features. After demolition, the entire tenant space must be "broom clean" throughout. Plumbing lines (including sanitary sewer increase lines) are to be capped and sealed prior to the beginning of demolition for "safe off".
2. Landlord shall be responsible to conduct and pay for a Hazardous Materials Survey in ground floor space only by a licensed and certified environmental engineering firm. If any hazardous materials are discovered in the Premises which are in violation of applicable laws, and the same was not brought into or disturbed by Tenant, its agents, employees, contractors or invitees, then Landlord shall remove and remediate or encapsulate per local jurisdiction in order to satisfy all local, state and federal standards prior to delivering the space in the broom clean condition.
3. Remove and dispose of any signage and / or awnings at Premises from prior tenant and resurface, patch and repair any holes and / or paint wall(s) as necessary to remove markings or discoloration from such prior signage & awnings. This includes replacement or repair of any brick, stone surfaces or any surfaces altered by previous finishes.
4. Any penetrations through existing fire rated walls or removal of any existing fireproofing shall be replaced and repaired to meet current code conditions.

5. Floor area must be level within 1/8" per 12'-0", with an overall maximum difference between high and low points of 1/4", free of surface imperfections, cracks, holes and gouges and ready for application of direct glue-down carpet squares, direct glue vinyl flooring, ceramic tile and quarry tile. If level tolerances stated above are not met, landlord will replace or float floor with concrete leveling material to achieve required tolerances.

Site work:

1. Landlord will comply with all governing municipalities or authorities with regard to the site, the building, and all / any area(s) outside of the premises that require Landlord work in order for Tenant to obtain permits. Landlord will complete all such work on a timely basis and with due diligence to avoid causing Tenant any delays.
2. All ADA accessibility standards in public areas and access(es) to the demised premises from the public right of way must be met by the Landlord per current and local federal code.
3. Landlord has identified type of slab within the Premises as clay tile arch.
4. Landlord warrants that the floor structure of the premises has a minimum live load of 100 PSF and Landlord will modify the floor structure to meet such minimum live load if required.
5. Tenant will be permitted to saw cut existing slab to place any under slab utilities at all locations required by tenant within the demised premises; provided that utilities will be located below the clay tile arch in the ceiling of concourse kitchen.

Metals / Structural Framing:

1. Modify existing door system exiting into the building lobby from the Premises in a manner that provides code compliant emergency egress and path of travel. To the extent required by law or quasi governmental authority, Landlord shall recess the door system into the Premises.
2. Maintain existing exterior door system in present condition.

Drywall / Finishes:

1. Provide and certify compliance with demising wall rated, per code, separation wall. Demising walls and exterior walls to include minimum R-19 sound batts, 6" metal studs and 5/8" type X gypsum board, on both sides of studs, to be taped and hedged to a level 4 finish and subject to local jurisdictional requirements. Seal top and bottom joists and all penetrations air tight with properly rated fire stopping material as per all applicable codes. Gypsum board wall system to meet the 1 hour or 2 hour fire rating, per applicable codes. Landlord shall reimburse to Tenant the reasonable out of pocket costs incurred by Tenant in waterproofing both sides of the drywalls as part of Tenant's initial alterations.

UTILITIES

Electrical:

1. Existing 120/208 800 AMP Corner Bakery service and distribution panel to remain. Landlord is responsible for delivering fully functional equipment and for code or permit required upgrades or improvements.
2. Panels shall have Amps Interrupting Current (AIC) rating sufficient to withstand available fault current at the electrical service entry.

Telephone and Data:

1. Landlord to install one (1) 2" telephone conduit and pull wire to demised premises from Landlord telephone room to provide a minimum of 8 lines for tenants use.
2. Provide 1" conduit for tenant to connect to Landlord's specified Fire Alarm monitoring system capable of accommodating tenant's specified use.

Plumbing, Plumbing Equipment and Fixtures:

1. Existing domestic water (DW) service sized at a minimum of one (1) 1.5" water line, or per local current codes if requirements are greater than a 1.5" line. Landlord will also furnish and install a meter independently designated for Tenant's use, stubbed via copper piping into the Premises with shut off valve, in accordance with Tenant construction documents. The DW service must be capable of providing a minimum operating flow rate of 55 gallons per minute [gpm] at a minimum operating pressure of 55 psig to 65 psig dynamic pressure at all times. If flow rate or pressure is not sufficient, Landlord shall engineer, furnish and install a booster pump in a location agreed upon with the Tenant.
2. If required by law, furnish and install an approved, tested and certified backflow prevention assembly, in a location identified on Tenant's construction documents supplied to Landlord prior to February 15, 2018. Such backflow prevention assembly, if required, shall have a maximum water pressure drop of 15 psig at 50 gpm.
3. Furnish and install all plumbing vents per Tenant's construction documents if furnished to Landlord prior to February 15, 2018, to the point specified in such construction documents. If Tenant furnishes its construction documents subsequent to February 15, 2018, the Rent Abatement Period shall be reduced by one day for each day of late delivery.
4. Existing 4" grease waste line connected to grease interceptor or grease trap to remain, provided that Landlord must upgrade if such line is not in good repair or is not code compliant. Landlord will provide a code compliant grease trap or grease interceptor as required for Tenant's operation.

Sanitary Sewer:

1. Existing 4" sanitary sewer waste line to the Premises dedicated to Tenant's use to remain, provided that Landlord must upgrade if such line is not in good repair or is not code compliant.
2. Landlord shall be responsible for any and all impact fees, hook-up fees, connection fees, and tap fees.

Gas:

1. Deliver gas service, pursuant to applicable codes, to a location designated by Tenant to Point of Connection with shut off valve and tee.
2. Supply a 2" minimum gas line with low pressure gas service at 1750 CFU (typically at 7" water column or less). Tenant will be responsible for contacting the local utility and supplying any regulator and gas meter, provided that Landlord shall use commercially reasonable efforts to protect the existing gas meter for Tenant to re-use.

HVAC Requirements:

1. Furnish and install hot water and chilled water supplied HVAC units including all electrical connections, plumbing connections, gas connections and thermostats / HVAC controls, per Tenant's construction documents, manufacturer recommendations and all applicable codes.
 - a. Furnish chilled water to the HVAC units in order to provide no less than one (1) ton mechanical cooling capacity per 125 SF of lease space (or per code if greater), subject to Tenant's construction documents (prefer Tenant's Trade specifications or Tenant approved equivalent). Tenant to provide specifications, to satisfy Tenant's HVAC requirements.
 - b. HVAC unit heating is provided by a hot water system.
 - c. Furnish chilled water to satisfy the following specifications: HVAC units to be provided with a barometric relief and economizers when required by code. HVAC units 7.5 tons and larger with economizers shall have powered exhaust interlocked to operate with economizer.
 - d. Furnish chilled water to satisfy the following specifications: HVAC units with 2000 CFM delivery or greater shall be provided with a duct mounted smoke detector in the return air duct.
2. HVAC units to receive condensation drain lines to be installed per local code requirements.
3. Landlord will provide new louvers for fresh air and exhaust air to meet Corner Bakery requirements and any and all code requirements.
4. Thermostats / HVAC controls shall comply with Tenant's construction documents and any / all code requirements: minimum one (1) thermostat for each unit with remote sensors to be located according to Tenant's construction documents.
5. Provided Tenant shall reuse the existing kitchen equipment presently located in the Basement/Concourse Premises (the "Existing Basement/Concourse Equipment") in substantially the same location, and shall utilize the proposed kitchen equipment specified on Exhibit C-1 in the New Ground Floor Premises (the "New Ground Floor Equipment") in the location shown on Exhibit C-2. Landlord shall install such vents and exhausts as are necessary so as to cause the Existing Basement/Concourse Equipment and the New Ground Floor Equipment to be in compliance with legal requirements and to perform in accordance with its manufacturers' specifications. To the extent any scrubber or other air cleaning equipment is required in order for cause such equipment to be in compliance with legal requirements, Landlord shall furnish and install same at its sole cost and expense (and the maintenance thereof shall be as provided in Section 3.118(c)). Tenant shall submit its plans and specifications to Landlord prior to February 15, 2018. If Tenant furnishes its construction documents subsequent to February 15, 2018, the Rent Abatement Period shall be reduced by one day for each day of late delivery.
6. For Hydronic Systems: Landlord to provide chilled water or condenser water supply and return stub-outs within the demised premises continuously during Tenant operating hours. Location to be specified by the tenant in accordance with the Tenant's construction documents. In addition, Landlord shall provide a source of heating, either steam and condensate or hot water supply and return with stub-outs located within the demised premises in accordance with the Tenant's construction documents. This information shall be provided to Landlord during Tenant's construction documents phase.

Fire Suppression:

1. Provide a fire suppression system, when required per current code, in its entirety to include, but not limited to: alarms, flow switches, strobes, Duct detectors, flow systems, main building system connections, OS&Y valves, and fire sprinkler systems (sprinkler heads like new and to meet current code requirements) as required by code for tenant occupancy and use. Fire riser to be located outside of demised premises or in separate room not considered part of the lease able area. Provide all work necessary for finished tenant improvements including, but not limited to: shop drawings, installation of drops and head locations including all adjustments for new ceiling heights. All work to be coordinated with tenant and installed as part of the shell construction. System shall be tied into the landlord's monitoring system, with a capacity to accommodate Tenant's use.
2. Provide if required by code a smoke evacuation system that is in conformance with remainder of facility and in complete conformance with all applicable codes. System shall have sufficient exhaust capacity to demised premises in order to comply with all codes. Landlord shall provide all fans, ducts and controls to the demised premises.
3. In cases of a multi-story building, provide required exhaust ducts, fire rated shafts with sealed joints, and welded exhaust duct as required by code from demised premises to point of termination on roof and in conformance with all applicable codes.

General requirements:

1. All water, sewer, electrical, etc. shall be delivered to the demised premises in compliance with all applicable codes at locations indicated on tenant's construction documents on the A004B Lease Drawings plan sheet. Landlord will provide any required manifolds, risers and meters and will provide them as needed to meet CBC's construction schedule.
2. Landlord shall be responsible for the payment of any imposition charged by applicable governmental jurisdictions or utility providers related to Tenant's use of the Premises for a fast casual restaurant. Such charges are commonly referred to under one of the following names, which list is included for illustrative purposes only and is not intended to be exhaustive: connection charges, availability fees, tie-in fees, meter fees or charges, "tap-in" or tap fees or impact charges.
3. All utilities are to be metered directly to the tenant other than chilled water. If utilities are to be billed through the Landlord, then Landlord will be responsible for any sub metering and tenant will not be charged more than fair market rate based on sub meter reading.
4. Tenant will not be required to install additional equipment such as but not limited to: heat pumps, exhaust filters / scrubbers, booster pumps, heat exchangers, boilers, fan coil units, chillers, condensers, meter devices, fans, transformers, main disconnects, etc.
5. When applicable, chilled water, hot water, condenser water and return shall be available for 365 days a year, 24 hour continuous use by tenant. Landlord shall be responsible for any metering required on landlord provided chilled water, hot water, condenser water systems used by tenant.
6. Landlord's Work shall be performed in accordance with the narrative and description attached herein as Exhibit C-3d.

EXHIBIT C-1

New Ground Floor Equipment

HOOD INFORMATION - Job#3249363

EXHAUST FLOW (CFM)																		
HOOD NO.	TAG	MODEL	LENGTH	MAX. COOKING TEMP.	TOTAL EXH. CFM	EXHAUST FLOW (CFM)								HUB CFM	AC CFM	HOOD CONSTRUCTION	HOOD CONFS.	
						WIDTH	LENG.	HEIGHT	2/A	CFM	VEL.	SP.	EXH. TO EXH.				PROV.	
1		6030 EWH-FRACF5P-F	11' 0"	450 Deg.	2200	18"	81"	4"		2200	1549	-0.6E7		1760	600	420 SS where Exposed	NONE	NONE

EXHIBIT C-2

New Ground Floor Equipment Location

[see following page]

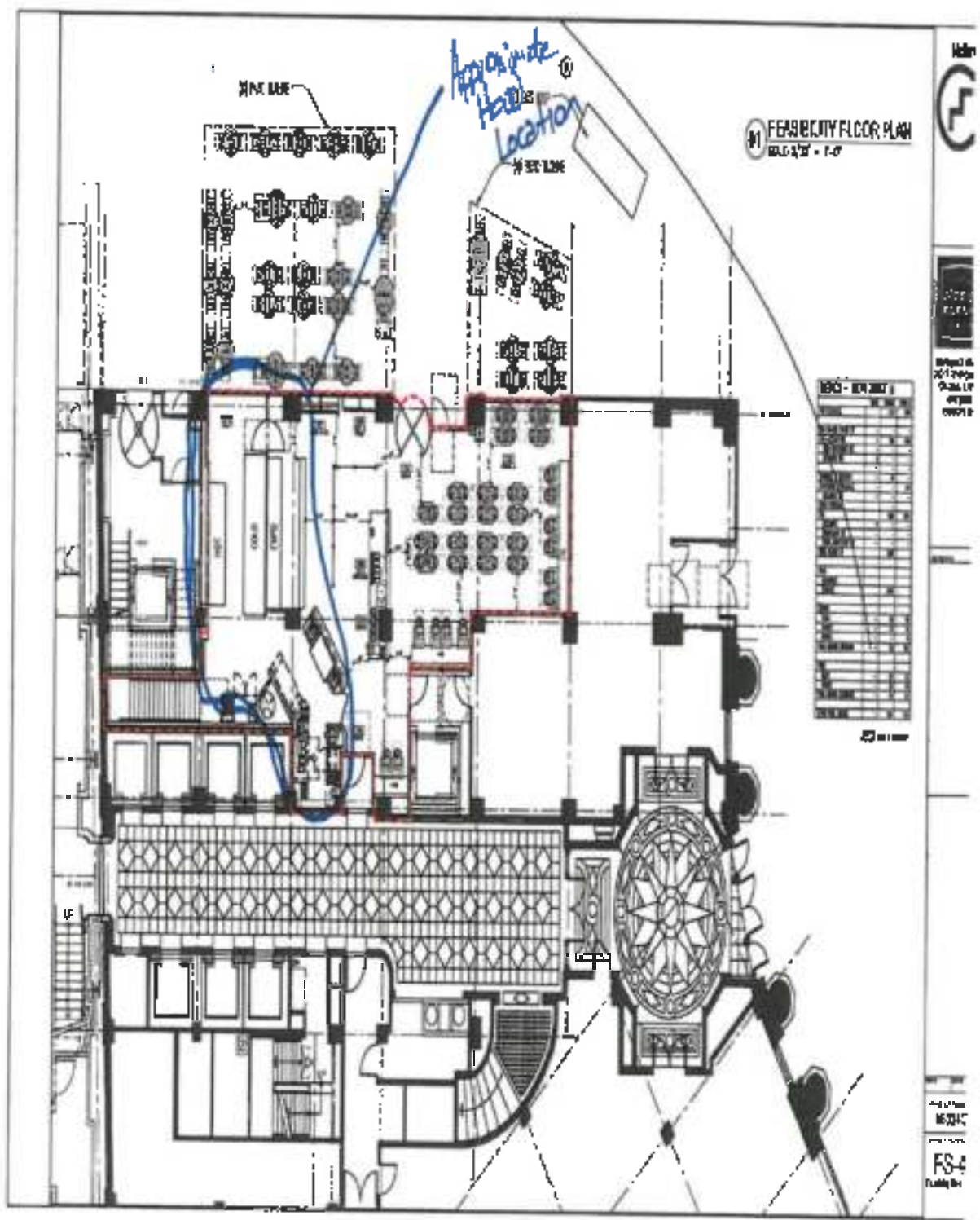


EXHIBIT C-3**Landlord's Work**
Narrative and Additional Description**LondonHouse Landlord Work Description**
Corner Bakery Concourse Level
December 11, 2017

The Landlord's Work within the Corner Bakery Concourse is depicted on a sketch Corner Bakery Concourse Kitchen Modifications dated April 11, 2017, updated and clarified April 19, 2017 and as generally described below.

- Prior to the Surrender Date, relocate the existing small double oven to the north side of the concourse kitchen and install it under a temporary hood at the location of the overhead doors. Provide a new temporary partition in the overhead door opening. The hood will vent directly to the alley.
- Remove the table in the preparation area and install a new temporary hot water heater.
- Remove a portion of the existing exterior alley wall to provide construction access.
- Provide a temporary wall between the existing preparation area and the two ovens and walk in cooler.
- Remove the walk in cooler. The cooler will be replaced with a new one.
- Remove and store off-site the larger existing oven.
- Reroute exhaust for existing dishwash hood.
- Remove the existing hot water heater and existing hood.
- Demolish and reconstruct the bay for the new second floor tenant entrance and elevator.
- Install a new type 2 hood (and, if required, with scrubber) vented directly to the alley (which scrubber shall be maintained in accordance with Section 3.08(c)).
- Reinstall the two existing ovens.
- Install the new permanent hot water heater in its original location.
- Install a new walk in cooler equivalent the existing that was removed.
- Repair the exterior wall.
- Remove the temporary partition between the rooms in the south side.
- Remove the temporary hood and partition in the north concourse kitchen.

EXHIBIT D**Building Rules and Regulations**

1. The rights of each tenant in the entrances, corridors, elevators and escalators servicing the Building are limited to ingress and egress from such tenant's premises for the tenant and its employees, licensees and invitees, and no tenant shall use, or permit the use of, the entrances, corridors, escalators or elevators for any other purpose. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, escalators, elevators and other facilities of the Building by any other tenants. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose by the tenants, their employees, licensees or invitees. No tenant shall encumber or obstruct, or permit the encumbrance or obstruction of, any of the sidewalks, plazas, entrances, corridors, escalators, elevators, fire exits or stairways of the Building. Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it in its reasonable judgment deems best for the benefit of the tenants generally.

2. Landlord may refuse admission to the Building outside of Business Hours on Business Days to any person not known to the warchman in charge or not having a pass issued by Landlord or the tenant whose premises are to be entered or not otherwise properly identified, and Landlord may require all persons admitted to or leaving the Building outside of Business Hours on Business Days to provide appropriate identification. Tenant shall be responsible for all persons for whom it issues any such pass and shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character or reputation of the Building or of its tenants may be ejected therefrom. During any invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building by closing the doors or otherwise for the safety of the tenants and protection of property in the Building.

3. [Intentionally Deleted]

4. No awnings or other projections shall be attached to the outside walls of the Building without Landlord's prior written consent. No curtains, blinds, shades or screens which are different from the standards adopted by Landlord for the Building shall be attached to or hung in, or used in connection with, any exterior window or door of the premises of any tenant, without the prior written consent of Landlord. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord, which approval shall not be unreasonably withheld.

5. No lettering, sign, advertisement, notice or object shall be displayed in or on the exterior windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises, without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant violating this rule. Interior signs, elevator cab designations and lettering on doors and the Building directory shall, if

and when approved by Landlord, be inscribed, painted or affixed for each tenant by Landlord at the expense of such tenant, and shall be of a size, color and style reasonably acceptable to Landlord.

6. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral air conditioning enclosures, if any.

7. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules.

8. No bicycles, vehicles, animals, fish or birds of any kind shall be brought into or kept in or about the premises of any tenant or the Building.

9. No noise or vibrations, including, without limitation, music or the playing of musical instruments, recordings, radios or television, which, in the reasonable judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant. Nothing shall be done or permitted in the premises of any tenant which would impair or interfere with the use or enjoyment by any other tenant of any space in the Building.

10. No tenant, nor any tenant's contractors, employees, agents, visitors or licensees, shall at any time bring into or keep upon the premises or the Building any inflammable, combustible, explosive, or otherwise hazardous or dangerous fluid, chemical, substance or material.

11. Additional locks or bolts of any kind which shall not be operable by the Grand Master Key for the Building shall not be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said Grand Master Key. Additional keys for a tenant's premises and toilet rooms shall be procured only from Landlord who may make a reasonable charge therefor. Each tenant shall, upon the termination of its tenancy, turn over to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost thereof.

12. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description must take place during such hours and in such elevators, and in such manner as Landlord or its agent may reasonably determine from time to time. The persons employed to move safes and other heavy objects shall be reasonably acceptable to Landlord and, if so required by law, shall hold a Master Rigger's license. Arrangements will be made by Landlord with any tenant for moving large quantities of furniture and equipment into or out of the Building. All labor and engineering costs incurred by Landlord in connection with any moving specified in this rule, including a reasonable charge for overhead shall be paid by tenant to Landlord, on demand.

13. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the lease of which this Exhibit is a part. Landlord may require any person leaving the Building with any package or other object or matter to submit a pass, listing such package or object or matter, from the tenant from whose premises the package or object or matter is being removed, but the establishment and enlargement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord

shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the premises or the Building under the provisions of this Rule or of Rule 2 herent.

14. No tenant shall occupy or permit any portion of its premises to be occupied as an office for a public stenographer or public typist, or for the possession, storage, manufacture, or sale of liquor, narcotics, dope, tobacco in any form, or as a barber, beauty or manicure shop, or as a school. No tenant shall use, or permit its premises or any part thereof to be used, for manufacturing, or the sale at retail or auction of merchandise, goods or property of any kind.

15. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in Landlord's reasonable judgment, tends to impair the reputation of the Building or its desirability as a building for others, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.

16. Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept upon any tenant's premises. If, in the reasonable judgment of Landlord, it is necessary to distribute the concentrated weight of any heavy object, the work involved in such distribution shall be done at the expense of the tenant and in such manner as Landlord shall determine.

17. No machinery or mechanical equipment other than ordinary portable business machines may be installed or operated in any tenant's premises without Landlord's prior written consent which consent shall not be unreasonably withheld or delayed, and in no case (even where the same are of a type so excepted or as so consented to by Landlord) shall any machines or mechanical equipment be so placed or operated as to disturb other tenants; but machines and mechanical equipment which may be permitted to be installed and used in a tenant's premises shall be so equipped, installed and maintained by such tenant as to prevent any disturbing noise, vibration or electrical or other interference from being transmitted from such premises to any other area of the Building.

18. Landlord, its contractors, and their respective employees shall have the right to use, without charge therefor, all light, power and water in the premises of any tenant while cleaning or making repairs or alterations in the premises of such tenant.

19. No premises of any tenant shall be used for lodging or sleeping or for any immoral or illegal purpose.

20. The requirements of tenants will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.

21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

22. No cooking shall be done in the Premises except as is expressly permitted in the Lease.

23. Nothing shall be done or permitted in any tenant's premises, and nothing shall be brought into or kept in any tenant's premises, which would impair or interfere with any of the Building's services or the proper and economic heating, ventilating, air conditioning, cleaning or other servicing of the Building or the premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.

24. No acids, vapors or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Building which may damage them. The water and wash closets and other plumbing fixtures in or serving any tenant's premises shall not be used for any purpose other than the purposes of which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have, caused the same. Any cuspidors or containers or receptacles used as such in the premises of any tenant, or for garbage or similar refuse, shall be emptied, cured for and cleaned by and at the expense of such tenant.

25. All entrance doors in each tenant's premises shall be left locked and all windows shall be left closed by the tenant when the tenant's premises are not in use. Entrance doors to the lobby of the Building shall not be left open at any time. Each tenant, before closing and leaving its premises at any time, shall turn out all lights.

26. Hand trucks not equipped with rubber tires and side guards shall not be used within the Building.

27. All windows in each tenant's premises shall be kept closed, and all blinds therein above the ground floor shall be lowered as reasonably required because of the position of the sun, during the operation of the Building air-conditioning system to cool or ventilate the tenant's premises. If Landlord shall elect to install any energy saving film on the windows of the Premises or to install energy saving windows in place of the present windows, tenant shall cooperate with the reasonable requirements of Landlord in connection with such installation and thereafter the maintenance and replacement of the film and/or windows and permit Landlord to have access to the tenant's premises at reasonable times during Business Hours to perform such work.

28. If the Premises be or become infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, employees, visitors or licensees, Tenant shall at Tenant's expense cause the same to be exterminated from time to time to the reasonable satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be designated by Landlord, or if none is so designated as reasonably approved by Landlord.

29. Tenant shall cause all refuse and rubbish in the Premises to be stored in sealed, watertight containers which will be removed daily from the Premises and the Building.

30. Tenant shall, at its sole cost and expense, provide security coverage at the Premises, including, without limitation, keeping the Premises secure while open to the general public and securely locking and safeguarding the Premises at the time of closing.

31. Tenant shall not mark, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord.

32. No carpet, rug or other article shall be hung or shaken out of any window of the building; and no tenant shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substances into any of the corridors of halls, elevators, or out of the doors or windows or stairways of the Building.

33. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Buildings by reason of odors, or interfere in any way, with other tenants or those having business in the Building, nor shall any vehicles, animals, fish, or birds be kept in or about the Building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.

34. Tenant shall comply with all Laws, whether imposed on Landlord or Tenant, regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash in the Premises. Upon request by Landlord, Tenant shall sort and separate into categories designated by Landlord and shall place in separate receptacles (which may be designated by Landlord) all waste products, garbage, refuse and trash in the Premises.

35. To the extent there is a conflict between the provisions contained in the Lease or this Exhibit D annexed thereto, the provisions of the Lease shall govern and control.

EXHIBIT E

Intentionally Omitted

EXHIBIT F

Use Restrictions

- (i) Any fire sale, bankruptcy, liquidation, or going out of business sale (unless pursuant to a court order with proper permits issued by the City of Chicago);
- (ii) Any mortuary or funeral home;
- (iii) Any hotel or hospitality related office use;
- (iv) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (including any so called "headshop") or that exhibits live, or by other means to any degree, nude or partially clothed dancers or wait staff, and/or any massage parlors or similar establishments;
- (v) Any bar, tavern, restaurant, or other establishment that is not a first-class restaurant, or whose reasonably projected annual gross revenues for the sale of alcoholic beverages for on-premises consumption (excluding wine sales) exceeds forty percent (40%) of the gross revenues of such business;
- (vi) Any flea market, amusement or video arcade, pool or billiard hall or dance hall;
- (vii) Any package liquor store or stand-alone liquor store;
- (viii) Any clinic or office performing abortions;
- (ix) Any off-track betting store or parlor;
- (x) Any secondhand store or surplus store, flea market, pawn shop, swap meet, or similar operation primarily selling used goods, or currency exchange;
- (xi) Any deep discount electronic merchandise or deep discount apparel store, such as TJ Maxx or Burlington Coat Factory; provided that the foregoing shall not prohibit discount apparel retailers that are affiliated with upscale or better department stores, such as Nordstrom's Rack, Neiman Marcus Last Call, Saks Fifth Avenue Off 51 or Burney's Warehouse;
- (xii) Any use, presence or release of Hazardous Materials, except in the ordinary course of the permitted and usual business operations conducted thereon, provided that any such use shall at all times be in compliance with all applicable environmental laws;
- (xiii) Any use that creates strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, bear, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards (provided that this provision shall not be deemed to prohibit restaurant usage, so long as such usage does not create unreasonably strong, unusual or offensive odors);
- (xiv) Any storage warehouse operation (including but not limited to a self-storage facility) and any assembling, manufacturing, distilling, drilling, refining, smelting, agricultural, mining, or other industrial operation;

- (xv) Any central laundry, dry-cleaning shop, dry cleaning plant or facility;
- (xvi) Any automobile, truck, trailer, or recreational vehicle service or body shop repair operation or sales or leasing operation (including any automobile service center or lubrication facility);
- (xvii) Any residential use or lodging, including but not limited to single-family dwellings, townhouses, condominiums, other multifamily units, hotels, motels, and other forms of living quarters, sleeping apartments, or lodging rooms;
- (xviii) Any veterinary hospital or animal raising or boarding facilities;
- (xix) Any training or educational facility, including but not limited to beauty schools, barber colleges, library or reading rooms (except as incidental to the retail sale of books, magazines, and newspapers), places of instruction, or other operations catering primarily to students or trainees rather than to customers;
- (xx) Any grocery or produce store;
- (xxi) Any employment, staffing, or unemployment agency;
- (xxii) Any automobile or vehicle sales, repair or rental agency;
- (xxiii) Any hardware, paint or lumber sales or rental business; and
- (xxiv) Any governmental agency, office, embassy or consulate.

EXHIBIT G

Intentionally omitted

EXHIBIT H
Outdoor Seating Area

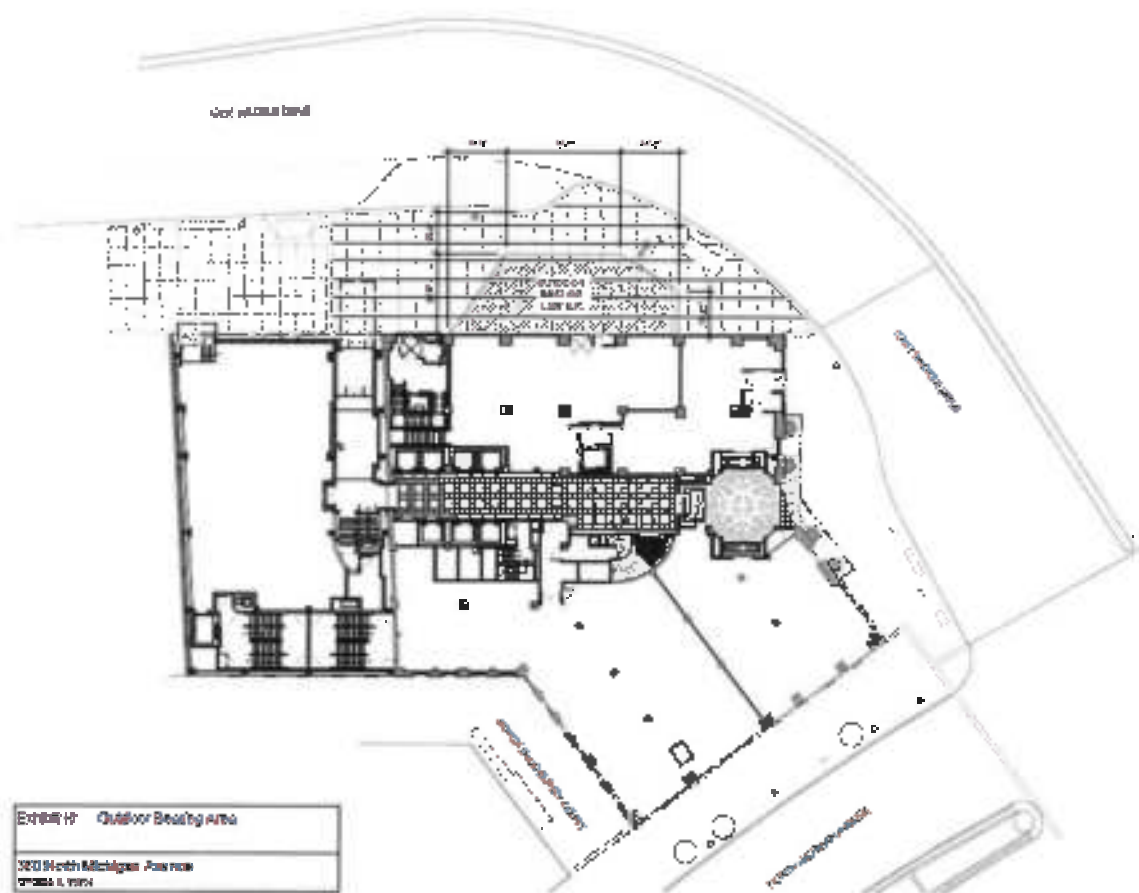


EXHIBIT I
Parking Areas

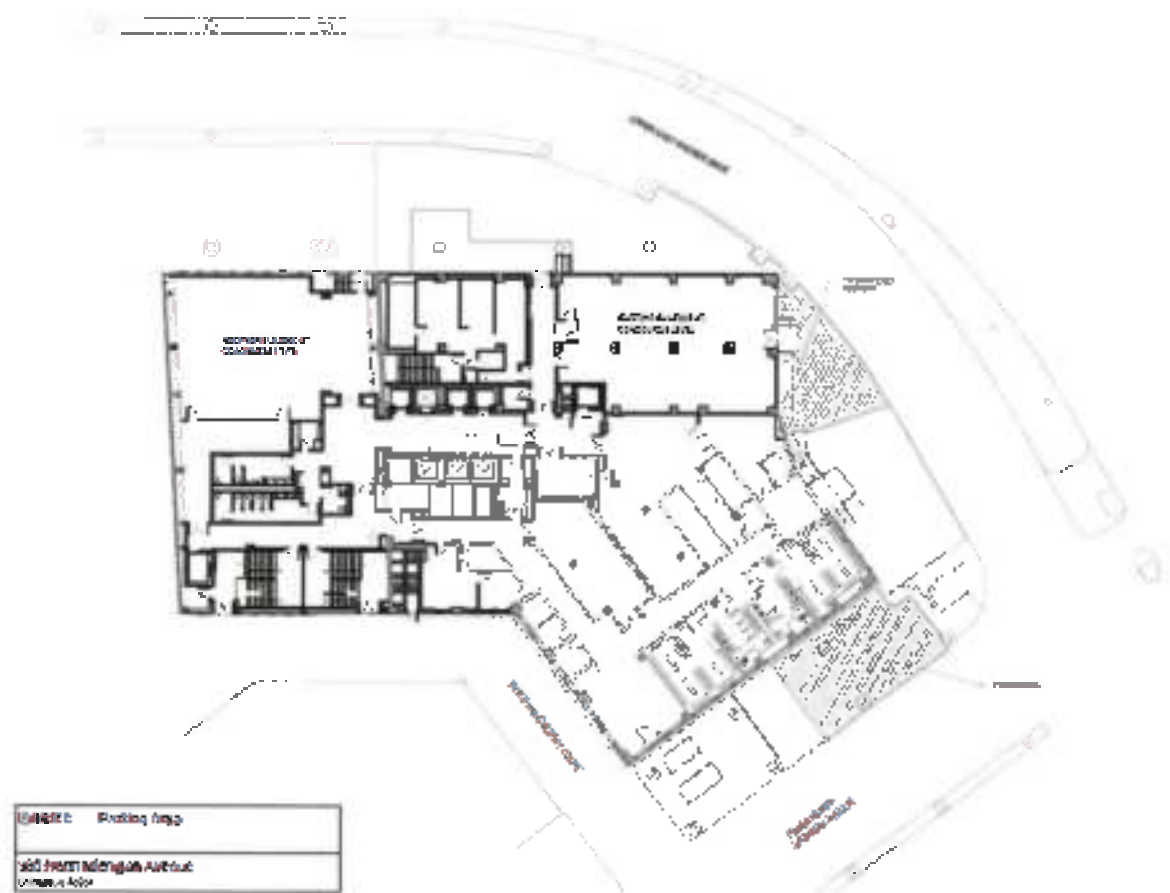


EXHIBIT J
Restricted Zone

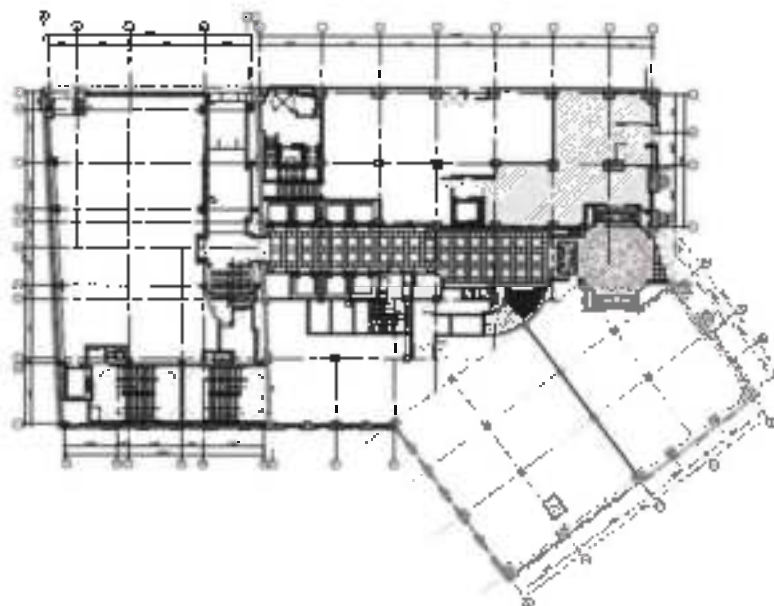


EXHIBIT J: Restricted Area
380 North Michigan Avenue Chicago, IL 60611

LEASE AMENDMENT AND RENT DEFERRAL AGREEMENT

LEASE AMENDMENT AND RENT DEFERRAL AGREEMENT (this "Agreement"), dated July 22, 2020 between Landlord and Tenant with respect to the Lease.

"Landlord": AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C., a Delaware limited liability company having an office at c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 24th Floor, New York, New York 10167.

"Tenant": CBC RESTAURANT CORP., a Delaware corporation having an office at 12700 Park Central Drive, Suite 1300, Dallas, Texas 75251.

"Lease": dated December 29, 2017, covering space at 360 North Michigan Avenue, Chicago, Illinois (the "Premises"), as amended, modified or assigned. Capitalized terms used but not defined herein shall have the meanings ascribed in the Lease.

WHEREAS, Landlord and Tenant are parties to the Lease;

WHEREAS, Tenant has requested that Landlord abate and defer certain rental payments due under the Lease and remove a certain Tenant termination right in the Lease, and , subject to the terms herein, Landlord has agreed thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Rent Abatement; Rent Deferral: Provided Tenant is not in default under the Lease and is current in its monetary obligations, and subject to the terms hereinafter provided:

(x) \$22,529.38 of Fixed Rent and Operating Expenses otherwise payable under the Lease shall be abated as follows: commencing on April 1, 2020, Fixed Rent shall be abated by \$7,509.79 per month for three (3) consecutive months (collectively, the "Abated Amount"); and

(y) \$67,588.13 of Fixed Rent and Operating Expenses otherwise payable under the Lease shall be deferred as follows: commencing on April 1, 2020, Fixed Rent shall be deferred by \$22,529.38 per month for three (3) consecutive months. The Fixed Rent deferred under this Paragraph 1 is known as the "Deferred Amount".

Within ten (10) days of full execution hereof, Tenant shall pay to Landlord \$3,718.64 for various utility charges in arrears.

2. Repayment of Deferred Amount: As consideration for Landlord's agreement to the terms of Paragraph 1, Tenant shall repay the Deferred Amount to Landlord in eighteen (18) monthly installments of \$3,754.9 each, commencing on April 1, 2021. The sums payable to Landlord under this Paragraph 2 are Fixed Rent, and Tenant's failure to make any such payments shall be a default under the Lease, entitling Landlord to exercise all remedies in accordance with the terms of the Lease. Without limitation of the foregoing, if Tenant shall default under the Lease

beyond the expiration of any applicable notice and cure periods, the Abated Amount and any unpaid Deferred Amount shall be immediately due and payable to Landlord.

3. Waiver of Tenant's Termination Option. Article 14 of the Lease is hereby deleted in full, Tenant agreeing that it shall have no right to terminate the Lease pursuant to the terms thereof.

4. Confidentiality: Tenant, its partners, members, attorneys, agents, employees and consultants, will treat the transactions contemplated in this Agreement, the negotiations in connection herewith and the terms hereof strictly confidential and shall not disclose the foregoing to any party whatsoever, other as may be required by law and other than to Tenant's partners, members, attorneys, accountants and advisors with a legitimate need to know such information (and shall cause such recipients to keep such information confidential). Additionally, Tenant may disclose confidential information without violating the confidentiality provision contained in this Section, (1) to its property manager, asset manager, existing or prospective lenders or purchasers; (2) to Tenant's counsel, accountants, and advisors; (3) as may be required by law or by subpoena or any other similar court order or discovery request in any civil or criminal proceeding; and (4) as may be reasonably required to enforce the terms of this Lease or any of Tenant's rights and remedies under this Lease.

5. Reservation of Rights: Except for its agreement to abate and defer certain rental obligations as provided in Paragraph 1 hereof, Landlord hereby reserves all rights and remedies under the Lease, at law and in equity with regard to any previous or future events that may occur which would constitute defaults or, if uncured within any applicable cure periods, would constitute a default under the Lease. Landlord hereby reserves the right to declare any such events as defaults, at any time in the future. Any failure to specify such events in this Agreement shall in no way constitute a waiver of any default resulting from such events.

6. Tenant's Waiver and Release: Tenant hereby releases and forever discharges Landlord, its officers, directors, shareholders, partners, agents, employees, successors and assigns, from all claims, contracts, liabilities, obligations, misrepresentation, damages for money due, or cause of action of any kind or nature (i) with respect to any and all matters under the Lease and the Premises arising prior to the date of this Agreement, and (ii) with respect to the COVID-19 pandemic, governmental actions taken in connection therewith and any matters related thereto.

7. Reopening. Subject to governmental regulations, Tenant covenants and agrees to reopen for the conduct of business in the Premises within sixty (60) days of the date of this Agreement, and thereafter operate therein in accordance with the terms of the Lease.

8. Miscellaneous:

(a) Ratification. Except as modified hereby, the Lease is ratified and confirmed in all respects.

(b) Tenant Certifications. Tenant certifies that the Lease is in full force and effect, that Landlord is not in default thereunder and that Tenant has no claims against Landlord under the Lease.

(c) No Brokers; Authorization. Tenant represents that it has dealt with no brokers in connection with this Agreement and that it is duly authorized to enter into this Agreement.


(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document. This Agreement may be executed and delivered by facsimile or .pdf format attached to an email, and in either case, shall have the same legal effect as if delivered with an originally drawn signature.

(e) Choice of Law; Successors. This Agreement shall be construed and governed in accordance with the laws of the state in which the Premises are located without giving effect to any choice of law or conflict of law provision or rule. This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives and permitted assigns of the parties hereto.

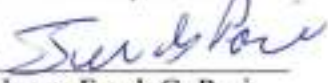
[signatures appear on following page]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Agreement the day and date first above written.

Landlord: 360 NORTH MICHIGAN RETAIL OWNER, L.L.C.,
a Delaware limited liability company

By: 
Name: John W. Rutledge
Title: Authorized Signatory

Tenant: CBC RESTAURANT CORP.,
a Delaware corporation

By: 
Name: Frank G. Paci
Title: Chief Executive Officer

#160
360 North Michigan Avenue
Chicago, Illinois

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment"), made as of this ^{4th} day of March, 2021 (the "Second Amendment Effective Date"), between AG-OCG 360 NORTH MICHIGAN RETAIL OWNER, L.L.C., c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 24th Floor, New York, New York 10167 ("Landlord"), and CBC RESTAURANT CORP., 12700 Park Central Drive, Suite 1300, Dallas, Texas 75251 ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a certain Lease, dated as of December 29, 2017 (the "Original Lease"), pursuant to which Tenant leases certain premises in Landlord's building commonly known as and located at 360 North Michigan Avenue, Chicago, Illinois and more particularly described therein; and

WHEREAS, the Original Lease was amended by a certain Lease Amendment and Rent Deferral Agreement dated July 22, 2020 (the "First Amendment") (the Original Lease as amended by the First Amendment being the "Existing Lease"); and

WHEREAS, pursuant to the First Amendment, Landlord agreed conditionally to abate and defer certain amounts payable by Tenant under the Lease, provided that Tenant did not default under the terms of the Lease; Tenant thereafter so defaulted, and, upon such default, the amounts abated and deferred pursuant to the First Amendment became due and payable by Tenant to Landlord; and

WHEREAS, Landlord and Tenant intend to memorialize certain understandings between Landlord and Tenant, as set forth below, in response to the COVID-19 pandemic (the "Pandemic"), with Tenant acknowledging that the terms of this Second Amendment constitute a one-time-only concession granted by Landlord to Tenant in response to the Pandemic made in order to further the parties' ongoing business relationship. The Existing Lease as modified by this Second Amendment is referred to as the "Lease".

NOW, THEREFORE, for Ten Dollars, the above recitals which are incorporated herein by reference, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree that the Existing Lease is hereby modified as follows:

1. Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Existing Lease.

2. Alternative Fixed Rent; Percentage Rent; Gross Sales.

A. With respect to the period that commenced on October 1, 2020 and ends on April 30, 2021 (the "Alternative Rent Period"), in lieu of the Fixed Rent otherwise payable by Tenant under the terms of

the Existing Lease during such Alternative Rent Period (the "Existing Fixed Rent"), Tenant shall pay to Landlord, subject, however, to Paragraph 3 hereof, as Fixed Rent an amount (the "Alternative Fixed Rent") equal to the greater of (i) fifty percent (50%) of the Existing Fixed Rent; and (ii) Percentage Rent (as hereinafter defined), which Percentage Rent shall be calculated and be paid in the manner hereinafter provided.

B. Percentage Rent: Reporting Gross Sales.

(i) "Percentage Rent" shall mean an amount equal to ten percent (10%) of Gross Sales (as hereinafter defined) made during the Alternative Rent Period.

(ii) Percentage Rent shall be payable monthly, on or before the twentieth (20th) day of each month, with respect to the Gross Sales made in the immediately preceding month occurring during the Alternative Rent Period. Payments of Percentage Rent shall be accompanied by Tenant's written certification of Gross Sales for such immediately preceding month. Following the Alternative Rent Period and through the end of the Term, Tenant shall continue to so provide Landlord with certified monthly statements of Gross Sales no later than the twentieth (20th) day of the month with respect to the immediately preceding month.

(iii) No later than thirty (30) days following the end of the Alternative Rent Period, Tenant shall furnish to Landlord a statement certified by Tenant's chief financial officer, of the Gross Sales made from the Premises during the Alternative Rent Period and accompanied by payment of any additional Percentage Rent payable as a result of such finalized financial statement.

(iv) All such statements shall be in such form and style and contain such details and breakdown as Landlord may reasonably require. Tenant shall require its concessionaires and licensees to furnish similar statements as are required hereunder. If Tenant shall fail to prepare and deliver any Gross Sales statement as required herein, Landlord, upon ten (10) days' written notice to Tenant, may do any and all of the following: (a) elect to treat Tenant's failure to report as a default of this Lease; or (b) if such failure shall occur with respect to any period within the Alternative Rent Period: (I) to estimate Tenant's Gross Sales for any non-reported period and bill Tenant for Percentage Rent accordingly, whereupon Tenant shall promptly pay such invoice as billed, subject to later reconciliation upon Tenant's compliance with the statement reporting requirements in the following sentence; or (II) impose a late/non-reporting fee of One Thousand Dollars (\$1,000.00) for each such failure by Tenant.

(v) Tenant will install and maintain a cash register or registers capable of recording continuous totals of all receipts of sales made and services rendered in and from the Premises. For at least twenty-four (24) months after the expiration of any calendar year in which a portion of any applicable Lease Year shall occur, Tenant shall keep and maintain (and shall cause all concessionaires and licensees to keep and maintain) at the principal office of Tenant (and make available at the Premises upon three (3) days' prior written request from Landlord, which request may be given via email to general.counsel@cornerbakerycafe.com) full and accurate books of account and records (including, without limitation, the records of the aforementioned cash register or registers) from which the Gross Sales can be determined for the period in question. Landlord shall have the right from time to time during any such twenty-four (24) month period, to inspect, and, with respect to any calendar year within which a portion of the Alternative Rent Period shall occur, to audit, all such books and records relating to such Gross

Sales, and Tenant, and each concessionaire and licensee, will produce the same at the Premises on three (3) days' prior written request of Landlord, which request may be given via email to the email address provided above. If any such inspection and/or audit discloses that the Gross Sales during the Alternative Rent Period were understated, Tenant shall forthwith pay to Landlord any additional Percentage Rent shown to be payable, and if the Gross Sales for such period were understated by more than three percent (3%), Tenant shall also pay the reasonable cost of Landlord's inspection and audit. Landlord does not, in any way or for any purpose, become a partner or joint venturer with Tenant hereunder. The provisions of this Lease relating to Percentage Rent are included solely for the purpose of providing a method whereby Alternative Fixed Rent is measured and ascertained. The provisions of this Paragraph shall survive the termination of this Lease.

(vi) The term "Gross Sales", wherever used herein, shall be defined to mean the total amount of all sales of food, beverages, goods, articles and any other merchandise and/or services and all other receipts of all business conducted in, at, or from any part of the Premises, whether the same be for cash, barter, credit, check, charge account, and whether made by Tenant, concessionaires, licensees, or assignees of Tenant or any other occupant of the Premises. The value of each sale shall be the actual total sales price charged the customer, and shall be reported in full in the month that the transaction occurs irrespective of when, or if, payment is received. Gross Sales includes orders and sales which originate in, at, or from the Premises, whether delivery or performance is made from the Premises or from another place, and orders and sales of goods and services delivered and performed from the Premises as a result of orders taken elsewhere; orders and sales mailed, telephoned, or telegraphed, which are received at or filled from the Premises; all sales and revenue accruing by means of mechanical, self-operated, or automatic vending devices on the Premises. Gross Sales shall not include any Federal, State, municipal or other sales taxes; sales to employees or complimentary sales (not to exceed two percent (2%) of Gross Sales); fees paid by Tenant to credit card issuers; condemnation proceeds; proceeds of insurance policies received by Tenant; the value of any exchange or transfer of food, beverages or merchandise between the Premises and any other store of Tenant or any affiliate of Tenant where such exchange, transfer or sale is not made for the purpose of consummating a sale made in, upon, or from the Premises; the sale of food, beverages or merchandise to any store of Tenant or any affiliate of Tenant if such sale is made for the purpose of providing inventory to such store; proceeds from the sale of used restaurant equipment; or receipts from vending machines provided such vending machines are installed for and used exclusively by Tenant's employees. There shall be no deduction or exclusion from Gross Sales except as specifically permitted herein. Any deposit not refunded shall be included in Gross Sales.

C. Except as otherwise expressly set forth in Paragraph 3 of this Second Amendment with respect to interest and late charges, during the Alternative Rent Period Tenant shall pay Operating Expenses and other Additional Charges under the Lease as and when such amounts are payable pursuant to the Existing Lease.

3. Deferral of Rent; Waiver of Certain Interest and Late Charges; Payment of Current Balance.

A. The First Amendment is hereby modified as follows: (i) Paragraphs 1 and 2 thereof are deleted *ab initio*, and (ii) in Paragraph 3 thereof, the word "ageing" is hereby deleted and replaced with the word "agreeing".

B. Provided Tenant shall comply with the terms of this Second Amendment and is otherwise not in default under the Lease beyond applicable notice and cure periods, all default interest and late charges which have accrued prior to the Second Amendment Effective Date are hereby conditionally waived.

C. Tenant shall have paid all Additional Charges (including, without limitation, all Tax Payments and Expense Payments) under the Lease which are outstanding as of the date hereof (including, without limitation, during the portion of the Alternative Rent Period which has elapsed through the date hereof) on or prior to the Second Amendment Effective Date. In addition, Tenant shall continue to pay all Additional Charges which hereafter arise during the term of the Lease (including, without limitation, during the balance of the Alternative Rent Period) on the dates the same are payable under the Lease.

D. Provided Tenant shall comply with the terms of this Second Amendment and is otherwise not in default under the Lease beyond applicable notice and cure periods, and subject to the terms hereinafter provided, Tenant shall be entitled to defer payment of the following amounts: (A) the Fixed Rent and Operating Expenses payable under the Lease with respect to the period from April 1, 2020 to June 30, 2020 (i.e., the sum of \$90,117.51), and (B) the shortfall between (x) the Existing Fixed Rent otherwise payable during the Alternative Fixed Rent Period (i.e., the sum of \$174,766.62), and (y) the Alternative Fixed Rent actually paid by Tenant with respect to the Alternative Rent Period (the sum of items (A) and (B) being the "Pandemic Deferred Amount"). As consideration for Landlord's agreement to the terms hereof, Tenant shall repay the Pandemic Deferred Amount in eighteen (18) equal monthly installments, commencing on June 1, 2021 and on the first day of the seventeen (17) months immediately thereafter.

E. The sums payable to Landlord under this Paragraph 3 shall be deemed Fixed Rent and Additional Charges (as applicable), and Tenant's failure to make any such payments shall be a default under the Lease, entitling Landlord to exercise all remedies in accordance with the terms of the Lease. Without limitation of the foregoing and notwithstanding anything to the contrary in this Second Amendment, if Tenant shall default under the Lease beyond applicable notice and cure periods prior to payment in full of the Pandemic Deferred Amount, any unpaid portion of the Pandemic Deferred Amount (as well as the default interest and late charges waived hereunder) shall immediately be due and payable to Landlord (in addition to default interest and late charges thereon, as provided in the Lease), and Tenant shall not be entitled to any further deferral or waiver of any amounts payable under the Lease.

4. Waiver of Default

Provided that Tenant shall fully perform all its obligations under the Lease (as modified hereby) through the Expiration Date, Landlord shall waive any default which may have occurred by virtue of Tenant's failure to pay any Fixed Rent or Additional Charges or any other charges under the Lease arising subsequent to October 1, 2020 through the date hereof.

5. Change of Ownership

Landlord hereby acknowledges the acquisition by Pandya Restaurant Growth Brands, LLC of all of the shares of Corner Bakery Holding Company ("CBHC"), formerly known as IFBC Holding Corporation, the parent of CBC Restaurant Corp, on or about October 27, 2020 (the "Transaction"), and, in connection therewith, a new slate of directors was elected to the respective board of directors of Tenant and CBHC. Landlord acknowledges that Landlord's consent is not required for a transaction of the nature of the Transaction.

6. Notices.

Section 8.01 of the Original Lease is hereby modified by deleting "Ryan Klenovich" in the first-listed address for Notice sent to Landlord and replacing the same with "Scott Glassberg".

7. Confidentiality.

Tenant, its partners, members, attorneys, agents, employees and consultants, will treat the transactions contemplated in this Second Amendment, the negotiations in connection herewith and the terms hereof strictly confidential and shall not disclose the foregoing to any party whatsoever, other as may be required by law and other than to Tenant's partners, members, attorneys, accountants and advisors with a legitimate need to know such information (and shall cause such recipients to keep such information confidential). Additionally, Tenant may disclose confidential information without violating the confidentiality provision contained in this Paragraph, (A) to its property manager, asset manager, existing or prospective lenders or purchasers; (B) to Tenant's counsel, accountants, and advisors; (C) as may be required by law or by subpoena or any other similar court order or discovery request in any civil or criminal proceeding; and (D) as may be reasonably required to enforce the terms of this Lease or any of Tenant's rights and remedies under this Lease.

8. Reservation of Rights.

Except for its agreement to defer and waive certain Rent obligations as provided in Paragraph 3 hereof, Landlord hereby reserves all rights and remedies under the Lease, at law and in equity with regard to any previous or future events that may occur which would constitute defaults or, if uncured within any applicable cure periods, would constitute a default under the Lease. Landlord hereby reserves the right to declare any such events as defaults, at any time in the future. Any failure to specify such events in this Second Amendment shall in no way constitute a waiver of any default resulting from such events.

9. Miscellaneous.

If any of the provisions of the Lease (including, without limitation, this Second Amendment), or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Lease (including, without limitation, this Second Amendment) or the circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of the Lease (including, without limitation, this Second Amendment) shall be valid and enforceable to the fullest extent permitted by law. Except as modified hereby, the Lease is ratified and confirmed in all respects. Tenant certifies that Landlord is not in default under the Lease and Tenant has no claims against Landlord under the Lease. Tenant waives all claims against Landlord arising from or related to the Pandemic and any governmental actions made in connection therewith. Subject to the terms herein, Landlord reserves all rights available to Landlord under the Lease and at law. Tenant shall keep the terms of this Second Amendment confidential. Tenant represents that it has dealt with no brokers in connection with this Second Amendment and that it is duly authorized to enter into this Second Amendment. The Lease (including, without limitation, this Second Amendment) may not be orally changed or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any changes, termination or waiver is sought. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. The exchange of signature pages by facsimile, DocuSign or PDF transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

Landlord:

AG-OCG 360 NORTH MICHIGAN RETAIL OWNER,
L.L.C.,
a Delaware limited liability company

By: 

Name: John W. Rutledge

Title: Authorized Signatory

Tenant:

CBC RESTAURANT CORP.,
a Delaware corporation

By: 

Name: Jarrett T. Wells

Title: VP of Real Estate