

AGREEMENT OF LEASE

BETWEEN

THE FOUR B'S

AS LANDLORD

AND

PETERBILT ILLINOIS - CHICAGO, INC.

AS TENANT

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (the "**Lease**") is made this 1st day of October, 2023 by and between **THE FOUR B'S**, a New Jersey general partnership (the "**Landlord**") and **PETERBILT ILLINOIS - CHICAGO, INC.**, a Wisconsin corporation (the "**Tenant**").

1. FUNDAMENTAL LEASE PROVISIONS.

(a) "**Building**": shall mean, collectively, the buildings located at 9620 South 76th Avenue, Hickory Hills, Illinois, as more fully set forth on **Exhibit "A"**.

(b) "**Building RSF**": shall mean the rentable square footage of the Building (which is deemed to be 12,000 rentable square feet for the maintenance building (the "**Maintenance Building**") and 2,800 rentable square feet for the office building, for a total of 14,800 rentable square feet), as the same may be adjusted from time to time.

(c) "**Property**": shall mean the Building and the parcel(s) of land on which the Building is located, together with all improvements thereon.

(d) "**Demised Premises**": shall mean the entire Building.

(e) "**Tenant's RSF**": shall mean the rentable square footage of the Demised Premises, which is mutually agreed by Landlord and Tenant to be the stipulated amount of 14,800 rentable square feet.

(f) "**Annual Base Rent**":

<u>Lease Year</u> *	<u>Annual Base Rent</u>	<u>Monthly Installment</u>	<u>Annual Base Rent Per Rentable Square Foot</u>
1	\$260,184.00	\$21,682.00	\$17.58
2	\$269,360.00	\$22,446.67	\$18.20
3	\$278,832.00	\$23,236.00	\$18.84

* As used herein, the first (1st) "**Lease Year**" shall commence on the Commencement Date and shall end on the date which is (i) the day immediately preceding the first (1st) anniversary of the Commencement Date, if the Commencement Date is the first day of a calendar month, or (ii) the last day of the calendar month in which the first (1st) anniversary of the Commencement Date occurs, if the Commencement Date is any day other than the first day of a calendar month. Each

succeeding **"Lease Year"** shall be each next following twelve (12) calendar month period.

(g) **"Tenant's Fraction"**: 100%, which is the Tenant's RSF divided by the Building RSF, as the same may be adjusted from time to time.

(h) **"Term"**: Three (3) years commencing on the Commencement Date and ending on the last day of the third (3rd) Lease Year (the **"Expiration Date"**).

(i) **"Commencement Date"**: October 1, 2023.

(j) **"Notice Addresses"**:

Landlord: The Four B's
c/o NFI Industries
TRIAD1828 Centre
2 Cooper Street, 10th Floor
Camden, NJ 08102
Attn: Chief Legal Officer

Tenant: Peterbilt Illinois - Chicago, Inc.
925 Walnut Ridge Drive, Suite 150
Hartland, WI 53029
Attention: Mark Muskevitsch

(k) **"Rent Payment Address"**:

The Four B's
c/o NFI Industries
TRIAD1828 Centre
2 Cooper Street, 10th Floor
Camden, NJ 08102

(l) **"Security Deposit"**: None.

(m) **"Guarantor"**: JX Enterprises, Inc., a Wisconsin corporation.

(n) **"Permitted Use"**: Leasing, servicing, maintaining, repairing and storing medium and heavy duty trucks, trailers and related equipment, and for any other lawful business purpose allowed under applicable laws, rules, regulations, ordinances, permits and restrictions of record, provided that any such uses do not require any special or conditional permit or variance.

(o) **"Broker"**:

"Landlord's Broker": None.

“Tenant’s Broker”: None.

2. DEMISED PREMISES / COMMON AREAS. Landlord, for the Term, and subject to the provisions and conditions hereof, leases to Tenant and Tenant accepts from Landlord, the Demised Premises. Tenant shall not use or occupy, or permit or suffer to be used or occupied, the Demised Premises or any part thereof, other than for the Permitted Use. Tenant shall further have the non-exclusive right, in common with others who have been granted such rights by Landlord, to use the Common Areas (hereinafter defined). As used herein, **“Common Areas”** shall mean any areas or facilities designated by Landlord from time to time for the general use of all tenants in the Building and the tenants and occupants of the surrounding properties, including any non-reserved parking areas, driveways and other similar public areas and access ways of the Building to the extent designated as Common Areas by Landlord. In furtherance of the foregoing, Tenant shall not block or otherwise interfere with any and all access and parking rights of all adjacent properties.

3. AS-IS LEASE, TENANT IMPROVEMENTS AND TENANT IMPROVEMENT ALLOWANCE.

(a) Tenant has inspected the Demised Premises, is familiar with the condition thereof, and accepts the Demised Premises in its “AS IS” condition, without any representation or warranty by Landlord, express or implied. Tenant expressly acknowledges that Landlord shall have no obligation to perform any improvements to the Demised Premises to prepare the Demised Premises for Tenant’s occupancy.

(b) Tenant shall perform, at its sole cost and expense, all work which Tenant deems necessary or desirable to the Demised Premises (collectively, the **“Tenant Improvements”**), which Tenant Improvements shall be subject to the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws. Prior to the commencement of any work at the Demised Premises, Tenant shall submit to Landlord, for Landlord’s prior approval, proposed plans and specifications (the **“Proposed Tenant’s Plans”**) for Tenant’s proposed improvements to the Demised Premises, which plans shall be prepared by a registered architect and engineer licensed to do business within the State in which the Property is located. The Proposed Tenant’s Plans shall include all information and specifications necessary for Landlord to satisfactorily review the work described therein and shall conform to all applicable laws and requirements of public authorities and insurance underwriters’ requirements. If Landlord disapproves the Proposed Tenant’s Plans, Landlord shall state specifically the reasons for such disapproval, and Tenant shall cause its architect and/or engineer to promptly make any changes in the Proposed Tenant’s Plans as reasonably required by Landlord. The Proposed

Tenant's Plans, as finally approved by Landlord, are hereinafter referred to as the **"Tenant's Plans"**.

(c) All subsequent changes in the Tenant's Plans shall be subject to the approval of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. If Landlord approves any change in the Tenant's Plans, Tenant shall construct, at Tenant's sole cost and expense, the Tenant Improvements in accordance with such change.

(d) Provided that Tenant is not in default in the performance of any of its obligations hereunder, Landlord shall contribute up to a maximum amount of Fifty Thousand Dollars (\$50,000.00) (the **"Tenant Improvement Allowance"**) to be applied against Tenant's Costs (as hereinafter defined) for the Tenant Improvements to the exterior of the Building and for no other purpose. The Tenant Improvement Allowance shall be payable on the latest of: (i) the completion of Tenant Improvements to the exterior of the Building after the date of this Lease, (ii) the delivery to Landlord of lien waivers from all contractors performing such Tenant Improvements, (iii) the Commencement Date, and (iv) the date that Tenant commences occupancy of the Demised Premises for the conduct of Tenant's normal business after the Commencement Date. **"Tenant's Costs"** shall mean Tenant's out-of-pocket contract or purchase price(s) for materials, components, labor and services for the Tenant Improvements to the exterior of the Building. Prior to payment of the Tenant Improvement Allowance, the total amount of Tenant's Costs shall be subject to examination by Landlord, and Tenant shall provide Landlord with copies of all invoices and other backup documentation reasonably requested by Landlord relative thereto. In the event that Tenant's Costs for the Tenant Improvement to the exterior of the Building performed after the date hereof are less than the entire Tenant Improvement Allowance, Landlord shall be entitled to the benefit of the savings and Tenant shall not be entitled to any refund or credit against the Rent payable hereunder. In the event that Tenant's Costs for such Tenant Improvements exceed the amount of the Tenant Improvement Allowance, Tenant shall be solely responsible for such excess costs. Notwithstanding the foregoing, if and to the extent any or all of the Tenant Improvement Allowance is not due and payable to Tenant on or prior to the expiration of the second (2nd) Lease Year, any such amount shall be forfeited by Tenant and Landlord shall have no obligation to pay the same to Tenant hereunder.

(e) Landlord shall have the right to inspect Tenant's construction of the Tenant Improvements to ensure compliance with the provisions of this Section.

(f) All contractors utilized by Tenant for the performance of the Tenant Improvements shall be subject to the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

(g) Tenant shall pay to Landlord an amount equal to two and ½ percent (2.5%) of the total cost of the Tenant Improvements for Landlord's review of the

plans and specifications and the final inspection of such work, provided, however, that such fees under this paragraph shall be limited to Twenty Thousand and No/ 100 Dollars (\$20,000.00) for the Tenant Improvements.

4. DELAY IN POSSESSION. Tenant hereby acknowledges and agrees that Tenant has possession of the Demised Premises pursuant to another lease for the Demised Premises that expires on the date prior to the Commencement Date.

5. RENT.

(a) During the Term, Tenant shall pay to Landlord the Annual Base Rent in the amounts set forth in Section 1(f) above. Such Annual Base Rent shall be payable in equal monthly installments in advance on the first day of each calendar month.

(b) The term "**Rent**" as used in this Lease shall mean the Annual Base Rent, Tenant's Share of Operating Expenses (hereinafter defined), utilities and all other additional rent or other sums payable by Tenant to Landlord under this Lease. All Rent other than the Annual Base Rent is referred to herein as "**Additional Rent**".

(c) The first installment of Rent shall be payable on the Commencement Date. The rent for any partial month shall be prorated on a per diem basis.

(d) All Rent and other sums due to Landlord hereunder shall be payable to Landlord at the Rent Payment Address specified in Section 1(k), or to such other party or at such other address as Landlord may designate, from time to time, by written notice to Tenant, without demand and without deduction, set-off or counterclaim (except to the extent demand or notice shall be expressly provided for herein). Tenant's covenant to pay Rent is independent of every other covenant under this Lease.

(e) If Landlord, at any time or times, shall accept said Rent due to it hereunder after the same shall become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as, a waiver of any of Landlord's rights hereunder.

6. SECURITY DEPOSIT. None.

7. PAYMENT OF OPERATING EXPENSES.

(a) For and with respect to each calendar year of the Term, Tenant shall pay to Landlord, as Additional Rent, an amount ("**Tenant's Share**" or "**Tenant's Share of Operating Expenses**") equal to the product obtained by multiplying Tenant's Fraction by the amount of Operating Expenses (hereinafter

defined) for such calendar year (appropriately prorated for any partial calendar year included within the beginning and end of the Term).

(b) As used herein, the following terms shall have the meanings set forth below:

(i) **"Operating Expenses"** shall mean the expenses incurred by or on behalf of Landlord in respect of the operation and management of the Property and shall include, without limitation: (1) labor costs, including wages, salaries and benefits and taxes imposed upon employers with respect to persons employed by Landlord or Landlord's managing agent for rendering service in the operation, cleaning, maintenance, repair and replacement of the Property, whether paid directly by Landlord or reimbursed to contractors or other third parties; (2) costs for the operation, cleaning, maintenance, repair and replacement of the Property, including, but not limited, to the Building, parking lot, landscaping, fencing, sidewalks, accessways, curbs and all other improvements on the Property; (3) the cost of steam, electricity, gas, water and sewer and other utilities chargeable to the operation and maintenance of the Property; (4) cost of premiums and deductibles for insurance for the Property as reasonably maintained by Landlord for the Property, including fire and extended coverage, elevator, boiler, sprinkler leakage, water damage, public liability and property damage, environmental liability, plate glass, and rent protection; (5) the HVAC Replacement Cost (hereinafter defined); (6) reasonable legal and accounting expenses; (7) Taxes (hereinafter defined) and costs of obtaining any reductions thereof, but only to the extent such efforts result in an actual reduction thereof; (8) a management fee in the amount of three (3%) of the Rent owed hereunder; (9) software fees for the operation of the Building; and (10) all other costs and expenses incurred by or on behalf of Landlord in connection with the repair, replacement, operation, maintenance, securing, insuring and policing of the Building and Property (including, but not limited to, any and all costs and expenses that are shared or reimbursable to or with the owners of the neighboring properties that share any Common Areas), unless otherwise provided in this Lease. Notwithstanding the foregoing, **"Operating Expenses"** shall not include (i) any expenses for which Landlord actually receives reimbursement from insurance proceeds, condemnation awards, other tenants (other than through Operating Expenses or similar reimbursements), or any applicable warranties; (ii) any expenses incident to the enforcement of any other lease upon the Property; and (iii) costs related to any refinancing or sale of the Building and/or Property.

(ii) **"Taxes"** shall mean all real estate taxes and assessments, general and special, ordinary or extraordinary, foreseen or unforeseen, imposed upon the Property or with respect to the ownership thereof, as well as the cost of a real estate tax consultant for evaluating and/or appealing any Taxes if and to the extent engaged by Landlord, but only to the extent that such efforts result in a reduction of the foregoing taxes. If, due to a future change in the method of

taxation, any franchise, income, profit or other tax, however designated, shall be levied or imposed in substitution in whole or in part for (or in lieu of) any tax which would otherwise be included within the term "Taxes" as defined herein, then the same shall be included in the term "Taxes". If a special improvement shall hereafter be made for the sole benefit of Tenant which results in an increase in the taxable value of the Building, then any increase in Taxes attributable to such special improvement shall be the responsibility of Tenant. Notwithstanding anything to the contrary set forth herein, "Taxes" shall also include any and all payments, however designated, levied or imposed in substitution in whole or in part of, or in lieu of, any tax which would otherwise be included within the term "Taxes" as defined herein. The foregoing payments shall include, but not be limited to, any payments made by any master lessor or master lessee of the Property and reimbursed directly or indirectly by Landlord, whether characterized as base rent, additional rent or otherwise.

(c) In determining Operating Expenses for any year, if any Operating Expenses incurred for the Building and/or the Property consist of shared costs and expenses with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, cost sharing agreement, common area agreement, or otherwise, the shared costs and expenses shall be equitably allocated by Landlord between the Building and/or the Property (as applicable) and such other buildings or properties.

(d) Landlord shall furnish to Tenant at the commencement of the Term, or as soon thereafter as practicable, a statement of Landlord's good faith estimate of Operating Expenses, and the amount of Tenant's Share thereof (the "**Estimated Share**"), for the current calendar year. Landlord shall also furnish to Tenant as soon as reasonably practicable after the beginning of each calendar year of the Term following the first calendar year: (i) a statement (the "**Expense Statement**") setting forth Operating Expenses for the previous calendar year, including Tenant's Share thereof; and (ii) a statement of Landlord's good faith estimate of Operating Expenses, and the amount of the Estimated Share for the current calendar year. Tenant may, within ninety (90) days of receipt of any Expense Statement, examine the books and records of Landlord for the purposes of reviewing Landlord's determination of the Operating Expenses as set forth in the Expense Statement, and Landlord shall make such records available to Tenant upon Tenant's request; provided, however, that Tenant shall keep the results of such examination confidential. If Landlord from time to time determines that Landlord's good faith estimate is incorrect, Landlord shall have the right to provide Tenant with a revised statement of Landlord's good faith estimate of Operating Expenses for the then current year, in which event Tenant's Estimated Share shall be adjusted accordingly, and/or to provide a bill or invoice to Tenant for one or more specific items included in the Operating Expenses (for which Tenant shall pay within thirty (30) days of the receipt of an invoice for the same).

(e) Within thirty (30) days after Tenant receives the Expense Statement, Tenant shall pay to Landlord the difference, if positive, between the Tenant's Share of Operating Expenses for such previous year and the actual payments made by Tenant on account of Tenant's Share during such calendar year, or if the actual payments exceed Tenant's Share of Operating Expenses for such previous year, Tenant shall receive a credit against the next payment(s) on account of Operating Expenses falling due or, if the Lease shall have expired, a refund of such overpayment.

(f) Unless Tenant, within ninety (90) days after any Expense Statement is furnished, shall give notice to Landlord that Tenant disputes the amount due in accordance with the foregoing provisions, specifying in detail the basis for such dispute, each Expense Statement furnished to Tenant by Landlord under this Section shall be conclusively binding upon Tenant as to the Operating Expenses and Tenant's Share thereof due from Tenant for the period represented thereby; provided, however, that additional amounts due may be required to be paid by any supplemental statement furnished by Landlord. Pending resolution of any dispute, Tenant shall pay Tenant's Share in accordance with the Expense Statement furnished by Landlord. Any payment due from Tenant to Landlord on account of Tenant's Share of Operating Expenses not yet determined as of the Expiration Date shall be made within twenty (20) days after submission to Tenant of the next Expense Statement, which obligation shall survive the expiration or earlier termination of this Lease. In connection with any dispute or any information from Landlord's records obtained by Tenant with respect thereto, Tenant covenants that (x) it will hold the results of any investigation into Landlord's records in the strictest confidence (provided, however, that Tenant may discuss the results of such investigation with its attorneys, accountants and other consultants and use the information obtained in the investigation to the extent required in any legal or other proceedings related thereto or as may be required by applicable law); and (y) it will cause any consultants retained by it to adhere to a similar covenant of confidentiality for the benefit of Landlord.

(g) Beginning with the next installment of Annual Base Rent due after delivery of the statement of Tenant's Estimated Share (including the first such delivery on or about the commencement of the Term), Tenant shall pay to Landlord, on account of Tenant's Share of Operating Expenses, one-twelfth (1/12) of the Estimated Share for the current calendar year multiplied by the number of full or partial calendar months elapsed during the current calendar year up to and including the month payment is made (less any amounts previously paid by Tenant on account of Tenant's Share of Operating Expenses for such period). On the first day of each succeeding month up to the time Tenant shall receive a new statement of Tenant's Estimated Share, Tenant shall pay to Landlord, on account of Tenant's Share of Operating Expenses, one-twelfth (1/12) of the then current Estimated Share.

8. UTILITIES FURNISHED TO DEMISED PREMISES.

(a) In addition to the Annual Base Rent and Tenant's Share of Operating Expenses, Tenant shall pay for all utilities (including, without limitation, gas and electricity and, to the extent separately billable, HVAC service) that are furnished to or consumed within the Demised Premises. Tenant shall pay for its use and consumption of such utility based on its metered usage.

(b) Tenant shall timely pay all utility bills (i) within thirty (30) days after receipt by Tenant from Landlord, or (ii) prior to the date due if billed directly by the applicable billing authority. Landlord shall have the right, to be exercised by written notice to Tenant and to the extent that the same may be lawfully done, to direct Tenant to contract directly with the utility provider supplying electricity and/or gas to the Building, in which event Tenant shall pay all charges therefor directly to the utility provider. Landlord shall at all times have the exclusive right to select the provider or providers of utility service to the Demised Premises and the Property, and Landlord shall have the right of access to the Demised Premises from time to time to install or remove utility facilities. It is understood that Landlord does not warrant that any of the services referred to in this Section will be free from interruption. No interruption of service shall ever be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises or any part thereof or render Landlord liable to Tenant for damages, permit Tenant to abate Rent or otherwise relieve Tenant from performance of Tenant's obligations under this Lease. Notwithstanding the foregoing, if any Essential Service (as hereinafter defined) which Landlord is required to provide to the Demised Premises pursuant to the terms of this Section is interrupted due to the negligence or willful misconduct of Landlord, its agents or employees (a "**Service Interruption**") and such Service Interruption causes all or a material portion of the Demised Premises to be untenable (the "**Affected Space**") for a period of five (5) or more consecutive days after written notice thereof from Tenant to Landlord (the "**Interruption Notice**"), then, provided that Tenant shall have actually vacated or partitioned off the Affected Space, the Annual Base Rent shall abate in the proportion that the rentable square footage of the Affected Space actually vacated or partitioned off by Tenant bears to the rentable square footage of the Demised Premises, which abatement shall commence on the sixth (6th) day following Landlord's receipt of the Interruption Notice and expire on the earlier of Tenant's re-occupancy of the Affected Space or the date that the Service Interruption is remedied. Notwithstanding the foregoing, in no event shall Tenant be entitled to abatement or any other remedy if the interruption of any Essential Service is caused in whole or in part by the negligence or willful misconduct of Tenant, its agents or employees. Tenant agrees that the rental abatement described herein shall be Tenant's sole remedy in the event of a Service Interruption and Tenant hereby waives any other rights against Landlord, at law or in equity, in connection therewith, including, without limitation, any right to terminate this Lease, to claim an actual or constructive eviction, or to bring an action for money damages. For purposes of this Section, an "**Essential Service**" shall mean the service provided by the HVAC systems, plumbing and waste disposal systems and electrical systems (to the extent supplied by Landlord).

9. TRIPLE NET LEASE. It is agreed that this Lease is a "net, net, net" lease and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Demised Premises which may arise or become due during the Term shall be Tenant's responsibility and obligation. It is the purpose and intent of Landlord and Tenant that the Annual Base Rent provided for pursuant to the terms of this Lease be absolutely net to Landlord and that all costs and expenses and obligations of every kind and nature whatsoever relating to the Demised Premises be Tenant's obligation.

10. CARE OF DEMISED PREMISES. Tenant agrees, on behalf of itself, its employees and agents that it shall:

(a) Comply at all times with any and all federal, state and local statutes, regulations, ordinances, and other requirements of any of the constituted public authorities and insurers insuring the Building relating to Tenant's use, occupancy or alteration of the Demised Premises;

(b) Maintain, repair and replace (if reasonably necessary) the floor, ceiling, non-structural portions of the roof, and the interior, non-structural portions of the Demised Premises, as well as all mechanical, HVAC (but replacements of the HVAC shall be performed by Landlord as provided in Section 12 hereinbelow), electrical and plumbing systems and the fire alarm and sprinkler system serving the Building, so as to keep same in safe, good order and repair, as and when needed, perform all snow and ice removal and maintain the landscaping at the Property in a reasonable manner determined by Landlord, and replace all glass broken by Tenant, its agents, employees or invitees with glass of the same quality as that broken, except for glass broken by fire and extended coverage-type risks, and commit no waste in the Demised Premises. In furtherance of the foregoing, Tenant shall throughout the Term carry, at its cost, a commercially reasonable maintenance and service contract with a qualified vendor approved by Landlord which covers the HVAC serving the Demised Premises and provides for periodic cleaning, oiling, changing of belts and filters, adding or changing refrigerants and seasonal inspections, all of which shall be done in accordance with the manufacturer's recommendations. In addition, Tenant shall maintain service and maintenance reports with regard to such HVAC and shall deliver copies of such reports upon the expiration of each calendar year during the Term and upon the expiration or earlier termination of the Term. Tenant shall deliver a copy of the foregoing service contract to Landlord upon written request;

(c) Not overload, damage or deface the Demised Premises or do any act which might reasonably make void or voidable any insurance on the Demised Premises or the Building or which may reasonably render an increased or extra premium payable for insurance (and without prejudice to any right or remedy of Landlord regarding this subparagraph, Landlord shall have the right to collect from Tenant, upon demand, any such increase or extra premium);

(d) Not make any alteration of or addition to the Demised Premises without the prior written approval of Landlord (which shall not be unreasonably withheld, conditioned, or delayed), except for interior, nonstructural alterations of a decorative nature that do not exceed Fifty Thousand Dollars (\$50,000.00) in the aggregate over a period of twelve (12) months. All alterations performed in the Demised Premises by Tenant, whether or not requiring Landlord's consent, shall be performed: (i) at Tenant's sole cost and expense, (ii) by contractors and subcontractors approved in advance in writing by Landlord, and (iii) in a good and workmanlike manner and in accordance with all applicable laws and ordinances. Upon completion of any alterations requiring Landlord's consent hereunder, Tenant shall pay to Landlord an amount equal to two and ½ percent (2.5%) of the total cost of such alterations to reimburse Landlord for review of all plans and specifications and final inspection of the work; provided, however, that such fees shall be limited to Twenty-Five Thousand and No/100 Dollars (\$25,000.00) for each requested alteration herein. All alterations to the Demised Premises by Tenant shall be the property of Tenant until the expiration or earlier termination of this Lease. Upon the expiration or earlier termination of this Lease, all such alterations shall remain at the Demised Premises and become the property of Landlord without payment by Landlord therefor. Notwithstanding the foregoing, Landlord, at Landlord's option, shall have the right to require that any or all of such alterations be removed upon the expiration or earlier termination of the Lease by providing written notice thereof to Tenant at least thirty (30) days in advance of the expiration or earlier termination of this Lease, in which event Tenant, at Tenant's sole cost and expense, shall remove such alterations and repair any resulting damage;

(e) Not install any equipment of any kind whatsoever which might necessitate any changes, replacements or additions to any of the heating, ventilating, air-conditioning, electric, sanitary, elevator or other systems serving the Demised Premises or any other portion of the Building, or to any of the services required of Landlord under this Lease, without the prior written approval of Landlord (which shall not be unreasonably withheld, conditioned, or delayed); and in the event such approval is granted, such replacements, changes or additions shall be paid for by Tenant at Tenant's sole cost and expense. At the expiration or earlier termination of this Lease, Tenant shall pay Landlord's cost of restoring such systems to their condition prior to such replacements, changes or additions;

(f) Not place signs on the Demised Premises except for (i) signs located entirely within the Demised Premises that are not visible from the exterior of the Demised Premises, (ii) signs on doors provided that the lettering and text are approved by Landlord, and (iii) the Exterior Sign (hereinafter defined) permitted in accordance with Section 34 hereinbelow; and

(g) Perform or cause to be performed, at Tenant's sole cost and expense, any and all janitorial and trash removal services at the Demised

Premises in accordance with Landlord's reasonable specifications and requirements.

11. MECHANICS' LIENS. Tenant shall, within ten (10) business days after notice from Landlord, discharge any mechanics' lien for materials or labor claimed to have been furnished to the Demised Premises on Tenant's behalf (except for work contracted for by Landlord) and shall indemnify and hold harmless Landlord from any and all claims, costs, damages, loss, liabilities and expenses (including, without limitation, reasonable attorney's fees) incurred by Landlord in connection therewith. Immediately after Tenant has performed any alterations to the Demised Premises for which a lien could be filed against the Demised Premises or the Building, Tenant shall have any and all contractors, subcontractors and materialmen execute and file in the appropriate public office a release of mechanics' lien, in form satisfactory to Landlord, and provide Landlord with an original copy thereof. All construction contracts entered into by Tenant shall contain a provision that confirms that any and all alterations, additions and improvements made by or on behalf of Tenant are being made solely for Tenant's immediate use and benefit and not for Landlord's immediate use and benefit.

12. REPAIRS AND MAINTENANCE. Landlord shall make, or cause to be made, all necessary repairs, maintenance, and replacements to the structure of the Building (but specifically excluding the floor, ceiling and non-structural portions of the roof of the Building (all of which shall be Tenant's responsibility hereunder)), provided that Landlord shall have no obligation to make any repairs until Landlord shall have received notice of the need for such repair. The cost of the foregoing maintenance and repairs shall not be included in Operating Expenses. Notwithstanding the foregoing, all repairs made necessary by Tenant's specific use, occupancy or alteration of the Building, or by the negligent or willful acts of Tenant, its agents, employees or invitees (and, without limiting the foregoing, any repairs or maintenance required to any specialized or supplemental equipment installed by or for Tenant and not of a "building standard" nature), shall be made at the sole cost and expense of Tenant. In addition to the foregoing, so long as Tenant has complied with Tenant's obligations under Section 10(b) with regard to servicing, maintaining and repairing the HVAC serving the Demised Premises during the Term, in the event such HVAC is required to be replaced during the Term, then Landlord shall replace the same and there shall be included in Operating Expenses, from and after the expenditure for the foregoing replacement, the annual amortization of such expenditure over the useful life of the new HVAC, as reasonably determined by Landlord and including an interest factor equal to the Prime Rate (hereinafter defined) plus two percent (2%) (the "**HVAC Replacement Cost**").

13. SUBLETTING AND ASSIGNING.

(a) Tenant shall not assign this Lease or sublet all or any portion of the

Demised Premises, whether voluntarily or by operation of law, without first obtaining Landlord's prior written consent thereto. Tenant acknowledges that, without in any way limiting the foregoing, Landlord shall have the right to withhold its consent if, by way of example and not limitation, the reputation or financial responsibility of a proposed assignee or subtenant is unsatisfactory to Landlord, if such subtenant's or assignee's business is not for the Permitted Use, or if Tenant is in default in the payment or performance of any of its obligations hereunder. In addition, Tenant shall not mortgage, pledge or hypothecate this Lease. Any assignment, sublease, mortgage, pledge or hypothecation in violation of this Section shall be void at the option of Landlord and shall constitute a default hereunder without the opportunity for notice or cure by Tenant.

(b) A transfer or sale by Tenant of a majority of the voting shares, partnership interests or other controlling interests in Tenant shall be deemed an assignment of this Lease by Tenant requiring Landlord's prior written consent pursuant to subparagraph (a) above. Notwithstanding the foregoing, so long as Tenant is not in default under this Lease, upon thirty (30) days prior written notice to Landlord, Tenant shall have the right, without Landlord's consent, to sublet all or a portion of the Demised Premises or to assign this Lease to any entity which is an Affiliate (hereinafter defined) of Tenant so long as the Affiliate has a net worth (excluding intangibles) equal to or greater than the net worth (excluding intangibles) of Tenant as of the date of this Lease or as of the date of the transfer, whichever is greater. As used herein, "**Affiliate**" shall mean any entity (x) that directly owns more than fifty percent (50%) of the voting shares, partnership interests or other controlling interests in Tenant, or (y) in which Tenant owns such controlling interests, or (z) with which Tenant is in common control by virtue of the ownership of such controlling interests by another person or entity.

(c) Notwithstanding the foregoing, any such subletting or assignment (whether or not requiring Landlord's consent) shall not in any way relieve or release Tenant from liability for the payment and performance of all obligations under this Lease (including, if applicable, obligations relating to any extension of the Term), and Tenant shall remain primarily liable to Landlord for all such obligations without release or limitation by reason of any action or inaction by Landlord (including without limitation any failure to take any action in the enforcement of this Lease against the assignee or subtenant, any release or inaction with respect to any security or collateral (including without limitation any failure to perfect any interest therein), any forbearance, any failure to provide any notice to Tenant, or any modification or amendment to this Lease). Furthermore, no assignment will be valid unless the assignee shall execute and deliver to Landlord an assumption of liability agreement in form satisfactory to Landlord, including an assumption by the assignee of all of the obligations of Tenant and the assignee's ratification of and agreement to be bound by all the provisions of this Lease; and no subletting will be valid unless Tenant and the subtenant have executed and delivered to Landlord a sublease agreement pursuant to which such subtenant agrees that the sublease shall be subject to all of the terms and

conditions of this Lease.

(d) In the case of a sublease, Tenant shall pay to Landlord, as Additional Rent hereunder, one hundred percent (100%) of all subrents or other sums or economic consideration received by Tenant (after deducting Tenant's reasonable costs of reletting), whether denominated as rentals or otherwise, in excess of the monthly sums which Tenant is required to pay under this Lease. In the case of an assignment, Tenant shall pay to Landlord, as Additional Rent hereunder, one hundred percent (100%) of all sums or economic consideration received by Tenant for the assignment (after deducting Tenant's reasonable costs in connection with the assignment), whether denominated as rentals or otherwise.

(e) When Tenant requests Landlord's consent to an assignment or sublease, it shall notify Landlord in writing of (i) the name and address of the proposed assignee or subtenant; (ii) the nature and character of the business of the proposed assignee or subtenant; (iii) financial information including financial statements of the proposed assignee or subtenant; (iv) the rental rate and material monetary terms, such as rent concessions, work, or work allowance, at which Tenant intends to sublet any of the Demised Premises or assign this Lease, the proposed commencement date of the sublet or assignment and, in the case of a sublet, the portion of the Demised Premises sought to be sublet and the length of the sublet, and (v) a copy of the proposed sublet or assignment documentation. Tenant shall thereafter promptly provide to Landlord any and all other information and documents reasonably requested by Landlord in order to assist Landlord with its consideration of Tenant's request hereunder.

(f) Notwithstanding the provisions set forth above, Landlord shall have ten (10) business days after receipt of the written notice furnished pursuant to subsection (e) above to elect to terminate this Lease in its entirety if the proposed transaction was an assignment or a sublease of substantially all of the Demised Premises, or to terminate this Lease only with respect to the space proposed to be sublet, if the proposed transaction was a sublease of less than substantially all of the Demised Premises, in each case by written notice to Tenant, in which event this Lease shall automatically terminate with respect to all or such portion of the Demised Premises as the case may be, on the ninetieth (90th) day following Tenant's receipt of the such notice with the same force and effect as if the termination date had been designated as the expiration date of this Lease. In the event that Landlord elects not to terminate the Lease wholly or in part as set forth above, then the remaining provisions of this Section 13 shall be applicable.

(g) No subletting, occupancy or collection of rent with respect to a subtenant or assignee shall be deemed the acceptance of the subtenant or occupant as tenant under this Lease unless otherwise consented to by Landlord. The consent by Landlord to an assignment or subletting where such Landlord consent is required shall not in any respect be construed to relieve Tenant from

obtaining the express consent in writing of Landlord to any further assignment or subletting.

(h) Tenant shall pay to Landlord, promptly upon demand therefor, all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord in connection with any assignment of this Lease or sublease of all or any part of the Demised Premises.

14. FIRE OR CASUALTY. In the event that the whole or a substantial part of the Building or the Demised Premises is damaged or destroyed by fire or other casualty, then, within forty-five (45) days after the date that Landlord receives notice of such fire or other casualty, Landlord shall provide written notice to Tenant as to whether Landlord intends to repair or rebuild and the estimated time period for the completion thereof. In the event that Landlord's notice provides that the repairs to the Demised Premises are estimated to require more than one hundred eighty (180) days to complete, then Tenant shall have the right to terminate this Lease by providing written notice thereof to Landlord within thirty days (30) after receipt of Landlord's notice. In the event that Landlord elects to repair or rebuild (and Tenant does not have the right to, or has elected not to, terminate this Lease in accordance with the foregoing sentence), Landlord shall thereupon cause the damage (excepting, however, Tenant's furniture, fixtures, equipment and other personal property in, and all alterations and improvements performed by Tenant to, the Demised Premises, which shall be Tenant's responsibility to restore) to be repaired with reasonable speed, subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord, it being further understood that in such case this Lease shall remain in effect regardless of whether the actual time for completion of restoration shall differ from the initial estimate. In the event the damage shall be so extensive that Landlord shall decide not to repair or rebuild, or if any mortgagee, having the right to do so, shall direct that the insurance proceeds are to be applied to reduce the mortgage debt rather than to the repair of such damage, this Lease shall, at the option of Landlord, be terminated effective as of the date of casualty. To the extent and for the time that the Demised Premises are rendered untenable on account of fire or other casualty, the Rent shall proportionately abate.

15. EMINENT DOMAIN. If the whole or a substantial part of the Building is taken or condemned for a public or quasi-public use under any statute or by right of eminent domain by any competent authority or sold in lieu of such taking or condemnation, such that in the opinion of Landlord the Building is not economically operable as before without substantial alteration or reconstruction, this Lease shall automatically terminate on the date that the right to possession shall vest in the condemning authority (the "**Taking Date**"), with Rent being adjusted to said Taking Date, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Tenant shall have no claim

against Landlord and no claim or right to any portion of any amount that may be awarded as damages or paid as a result of any taking, condemnation or purchase in lieu thereof; all rights of Tenant thereto are hereby assigned by Tenant to Landlord. If any part of the Demised Premises is so taken or condemned and this Lease is not terminated in accordance with the foregoing provisions of this Section, this Lease shall automatically terminate as to the portion of the Demised Premises so taken or condemned, as of the Taking Date, and this Lease shall continue in full force as to the remainder of the Demised Premises, with Rent abating only to the extent of the Demised Premises so taken or condemned; provided, however, that if the remaining portion of the Demised Premises is no longer suitable for the Permitted Use, then Tenant shall have the right to terminate this Lease by providing written notice thereof to Landlord within thirty (30) days after the Taking Date.

16. INSOLVENCY. Each of the following shall constitute a breach of this Lease by Tenant: (a) The appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder (a "**Guarantor**"), (b) an assignment by Tenant or any Guarantor for the benefit of creditors, (c) the institution by or against Tenant or any Guarantor of any proceedings for bankruptcy or reorganization under any state or federal law (unless in the case of involuntary proceedings, the same shall be dismissed within forty-five (45) days after institution), or (d) any execution issued against Tenant or any Guarantor which is not stayed or discharged within fifteen (15) days after issuance of any execution sale of the assets of Tenant. In the event of such a breach, Landlord shall have, without need of further notice, the rights enumerated in Section 17 herein.

17. DEFAULT.

(a) If (i) Tenant shall fail to pay Rent or any other sum payable to Landlord hereunder when due and such failure continues for more than five (5) days after written notice thereof from Landlord to Tenant (provided, however, that Landlord shall not be required to provide written notice to Tenant more than two times during any twelve (12) month period), or (ii) any of the events specified in Section 16 occur; or (iii) Tenant fails to occupy the Demised Premises within ninety (90) days after the Commencement Date or vacates or abandons the Demised Premises during the term hereof or removes or manifests an intention to remove any of Tenant's goods or property therefrom other than in the ordinary and usual course of Tenant's business, except if such removal is related to the expiration or earlier termination of this Lease; or (iv) Tenant sublets the Demised Premises or assigns this Lease in violation of the provisions of Section 13 hereof; or (v) Tenant fails to maintain the insurance required pursuant to Section 19 hereof; or (vi) Tenant fails to pay Landlord the Security Deposit within the time periods prescribed by Section 6 hereof; or (vii) Tenant fails to perform or observe any of the other covenants, terms or conditions contained in this Lease and such failure continues for more than thirty (30) days after written notice thereof from

Landlord (or such longer period as is reasonably required to correct any such default, provided Tenant promptly commences and diligently continues to effectuate a cure, but in any event within sixty (60) days after written notice thereof by Landlord); then and in any of said cases (notwithstanding any former breach of covenant or waiver thereof in a former instance), Landlord, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter:

(i) declare to be immediately due and payable, a sum equal to the Accelerated Rent Component (hereinafter defined), and Tenant shall remain liable to Landlord as hereinafter provided;

(ii) terminate this Lease upon written notice to Tenant and, on the date specified in said notice, this Lease and the term hereby demised and all rights of Tenant hereunder shall expire and terminate and Tenant shall thereupon quit and surrender possession of the Demised Premises to Landlord in the condition elsewhere herein required, and Tenant shall remain liable to Landlord as hereinafter provided;

(iii) elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord in curing the default; and/or

(iv) enter upon and repossess the Demised Premises, by force, summary proceedings, ejectment or otherwise, and dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises, without being liable to Tenant for prosecution or damages therefor, and Tenant shall remain liable to Landlord as hereinafter provided.

(b) For purposes herein, the **"Accelerated Rent Component"** shall mean the aggregate of:

(i) all Rent and other charges, payments, costs and expenses due from Tenant to Landlord and in arrears at the time of the election of Landlord to recover the Accelerated Rent Component;

(ii) the Annual Base Rent reserved for the then entire unexpired balance of the Term (taken without regard to any early termination of the Term by virtue of any default or any early termination rights set forth herein), plus all other charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of the Term which shall be capable of precise determination at the time of Landlord's election to recover the Accelerated Rent Component, discounted to then present value at the Prime Rate of interest as published from time to time in The Wall Street Journal (the **"Prime Rate"**); and

(iii) Landlord's good faith estimate of all charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of the Term

which shall not be capable of precise determination as aforesaid, discounted to then present value at the Prime Rate (and for such purposes no estimate of any component of the Additional Rent to accrue pursuant to the provisions of Sections 7 and 8 hereof shall be less than the amount which would be due if each such component continued at the highest monthly rate or amount in effect during the twelve (12) months immediately preceding the default).

(c) In any case in which Landlord shall have entered upon and repossessed the Demised Premises, Landlord may (but shall be under no obligation to attempt to) relet all or any portion of the Demised Premises for and upon such terms as Landlord, in its sole discretion, shall determine. Landlord need not consider any proposed tenant offered by Tenant in connection with such reletting. For the purpose of such reletting, Landlord may decorate or make reasonable repairs, changes, alterations or additions to the Demised Premises to the extent deemed desirable or convenient by Landlord. All costs of reletting, including, without limitation, the cost of such repairs, changes, alterations and additions, brokerage commissions and reasonable legal fees, shall be charged to and be payable by Tenant as Additional Rent hereunder. Any sums collected by Landlord from any new tenant shall be credited against the balance of the Annual Base Rent and Additional Rent due hereunder as aforesaid.

(d) Tenant shall, with respect to all periods of time up to and including the expiration of the term of this Lease (or what would have been the expiration date in the absence of default or breach) remain liable to Landlord as follows:

(i) In the event of termination of this Lease on account of Tenant's default or breach, Tenant shall remain liable to Landlord for damages equal to the rent and other charges payable under this Lease by Tenant as if this Lease were still in effect, less the net proceeds of any reletting after deducting all costs incident thereto (including without limitation all repossession costs, brokerage and management commissions, operating and legal expenses and fees, alteration costs and expenses of preparation for reletting) and to the extent such damages shall not have been recovered by Landlord by virtue of payment by Tenant of the Accelerated Rent Component (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), such damages shall be payable to Landlord, at Landlord's option, monthly upon presentation to Tenant of a bill for the amount due or at such other intervals or times as Landlord shall determine.

(ii) In the event and so long as this Lease shall not have been terminated after default or breach by Tenant, the Rent and all other charges payable under this Lease, which for purposes of clarity includes Additional Rent, shall be reduced by the net proceeds of any reletting by Landlord (after deducting all costs incident thereto as above set forth) and by any portion of the Accelerated Rent Component paid by Tenant to Landlord (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent

Component), and any amount due to Landlord shall be payable monthly, at Landlord's option, upon presentation to Tenant of a bill for the amount due, or at such other intervals or times as Landlord shall determine.

(e) If Landlord shall, after default or breach by Tenant, recover the Accelerated Rent Component from Tenant and it shall be determined at the expiration of the term of this Lease (taken without regard to early termination for default) that a credit is due Tenant because the net proceeds of reletting, as aforesaid, plus the amounts paid to Landlord by Tenant exceed the aggregate of rent and other charges accrued in favor of Landlord to the end of the term, Landlord shall refund such excess to Tenant (but not an amount more than the Rent (including Additional Rent) paid by Tenant for any particular period of time), without interest, promptly after such determination.

(f) Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain as damages incident to a termination of or default under this Lease, in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(g) Landlord shall in no event be responsible or liable for any failure to relet the Demised Premises or any part thereof, or for any failure to collect any Rent due upon a reletting.

(h) Tenant shall pay upon demand all of Landlord's costs, charges and expenses, including the fees and reasonable out-of-pocket expenses of counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

(i) Intentionally Deleted.

(j) If Rent or any other sum due from Tenant to Landlord shall be overdue for more than five (5) days, it shall thereafter bear interest at the rate of fifteen percent (15%) per annum (or, if lower, the highest legal rate) until paid.

(k) All remedies available to Landlord hereunder and at law and in equity shall be cumulative and concurrent. No termination of this Lease nor taking or recovering possession of the Demised Premises shall deprive Landlord of any remedies or actions against Tenant for Rent, for charges or for damages for the breach of any covenant, agreement or condition herein contained, nor shall the bringing of any such action for Rent, charges or breach of covenant, agreement or condition, nor the resort to any other remedy or right for the recovery of Rent, charges or damages for such breach be construed as a waiver or release of the right to insist upon the forfeiture and to obtain possession. No reentering or taking possession of the Demised Premises, or making of repairs,

alterations or improvements thereto, or reletting thereof, shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such election to terminate is given by Landlord to Tenant.

(l) No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy allowed for the violation of such provision, even if such violation is continued or repeated, and no express waiver shall affect any provision other than the one(s) specified in such waiver and only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Demised Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment. The receipt by Landlord of a lesser amount than the Annual Base Rent or any Additional Rent due shall not be construed to be other than a payment on account of the Annual Base Rent or Additional Rent then due, and any statement on Tenant's check or any letter accompanying Tenant's check to the contrary shall not be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the Annual Base Rent or Additional Rent due or to pursue any other remedies provided in this Lease or otherwise.

18. LANDLORD'S RIGHT TO CURE. Landlord may (but shall not be obligated), on five (5) days notice to Tenant (except that no notice need be given in case of emergency) cure on behalf of Tenant any default hereunder by Tenant, and the cost of such cure (including any reasonable attorney's fees incurred) shall be deemed Additional Rent payable upon demand.

19. INSURANCE. Tenant shall at all times during the Term, including any renewal or extension thereof, at Tenant's sole cost and expense, maintain in full force and effect with respect to the Demised Premises and Tenant's use thereof from insurance companies reasonably acceptable to Landlord: (i) commercial general liability insurance, covering injury to person and property in amounts at least equal to Three Million Dollars (\$3,000,000) per occurrence and annual aggregate limit, with increases in such limits as Landlord may from time to time reasonably request, and (ii) all-risk or special causes of loss coverage insurance upon all furniture, trade fixtures, equipment and other personal property in, and all alterations and improvements performed by Tenant to, the Demised Premises for the full replacement value of the same. All liability insurance policies shall name Landlord, Landlord's property manager and at Landlord's request any mortgagee of all or any portion of the Property as additional insureds. Tenant shall deliver to Landlord certificates of such insurance at or prior to having access to the Demised Premises, together with evidence of paid-up premiums,

and shall deliver to Landlord renewals thereof at least thirty (30) days prior to expiration. All such policies and certificates shall provide that such insurance coverage may not be cancelled or materially amended unless Landlord, Landlord's property manager and any mortgagee designated by Landlord as aforesaid are given at least thirty (30) days prior written notice of the same.

20. LIABILITY AND WAIVER OF SUBROGATION.

(a) Each of the parties hereto hereby releases the other, to the extent of the releasing party's insurance coverage, from any and all liability for any loss or damage covered by such insurance which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver, and if the party to benefit therefrom requests that such a waiver be obtained, the other party agrees to obtain an endorsement to its insurance policies permitting such waiver of subrogation if it is available; provided that if an additional premium is charged for such waiver, the party benefiting therefrom agrees to pay the amount of such additional premium promptly upon being billed therefor.

(b) Without limiting the foregoing, Landlord, its agents and employees shall not be liable to Tenant, and Tenant hereby releases Landlord, its agents and employees, for any loss of life, personal injury or damage to property in the Demised Premises from any cause whatsoever unless such loss, injury or damage is the result of the negligence or willful misconduct of Landlord, its agents or employees. Notwithstanding anything to the contrary set forth in this Lease, Landlord, its agents and employees shall in no event be liable to Tenant, and Tenant hereby releases Landlord, its agents and employees, for any loss or damage to property, whether or not the result of the negligence or willful misconduct of Landlord, its agents or employees, to the extent that Tenant is covered by insurance that Tenant is required to carry hereunder or is covered by insurance regardless of the insurance requirements set forth herein, or to the extent of insurance customarily maintained by similarly situated tenants for the risk in question (even if Tenant failed to maintain such insurance). Tenant shall and does hereby indemnify and hold Landlord, its agents and employees harmless from and against any and all claims, actions, damages, liabilities and expenses (including reasonable attorneys fees) in connection with any loss of life, personal injury or damage to property in or about the Demised Premises or arising out of the use or occupancy of the Demised Premises by Tenant, its agents, employees, invitees or contractors, or occasioned in whole or in part by Tenant, its agents, employees, invitees or contractors, unless such loss, injury or damage was caused by the negligence or willful misconduct of Landlord, its agents or employees. Tenant's covenants, obligations and liabilities under this

Section shall survive the expiration or earlier termination of this Lease.

(c) Notwithstanding anything to the contrary contained in this Lease, it is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord or its partners, shareholders or trustees, or any of their respective partners, shareholders or trustees, and any liability for damage or breach or nonperformance by Landlord, its agents or employees or for the negligence of Landlord, its agents or employees, shall be collectible only out of Landlord's interest in the Property and no personal liability is assumed by, nor at any time may be asserted against, Landlord or its partners, shareholders or trustees or any of its or their partners, shareholders, trustees, officers, agents, employees, legal representatives, successors or assigns, if any; all such liability, if any, being expressly waived and released by Tenant. Notwithstanding anything to the contrary contained in this Lease, except as set forth in Section 25 hereinbelow, in no event shall the parties hereto be liable to the other party for any consequential damages, lost profits (other than the Rent owed by Tenant hereunder), loss of business or other similar damages, regardless of whether the same arises out of the negligence or willful misconduct of either party, its agents or employees.

21. ENVIRONMENTAL MATTERS.

(a) Tenant shall conduct, and cause to be conducted, all operations and activity at the Demised Premises in compliance with, and shall in all other respects applicable to the Demised Premises comply with, all applicable present and future federal, state, municipal and other governmental statutes, ordinances, regulations, orders, directives and other requirements, and all present and future requirements of common law, concerning the environment (collectively, the "**Environmental Statutes**") including, without limitation, (i) those relating to the generation, use, handling, treatment, storage, transportation, release, emission, disposal, remediation or presence of any material, substance, liquid, effluent or product, including, without limitation, hazardous substances, hazardous waste or hazardous materials, (ii) those concerning conditions at, below or above the surface of the ground and (iii) those concerning conditions in, at or outside the Building.

(b) Tenant, its agents, employees, contractors and invitees shall not cause or suffer or permit to occur in, on or under the Demised Premises any generation, use, manufacturing, refining, transportation, emission, release, treatment, storage, disposal, presence or handling of hazardous substances (including without limitation asbestos and petroleum products), hazardous wastes or hazardous materials (as such terms are now or hereafter defined under any Environmental Statute) or any other material, substance, liquid, effluent or product now or hereafter regulated by any Environmental Statute (collectively, the "**Hazardous Substances**"), except that construction materials (other than

asbestos or polychlorinated biphenyls), office equipment and cleaning solutions, and other maintenance materials that are or contain Hazardous Substances may be used, generated, handled or stored on the Demised Premises, provided such is incident to and reasonably necessary for the operation and maintenance of the Demised Premises for the Permitted Use and is in compliance with all Environmental Statutes and all other applicable governmental requirements. Should Tenant, its agents, employees, contractors or invitees cause any release of Hazardous Substances at the Demised Premises, Tenant shall immediately notify Landlord in writing and immediately contain, remove and dispose of, such Hazardous Substances and any material that was contaminated by the release and to remedy and mitigate all threats to human health or the environment relating to such release. When conducting any such measures, Tenant shall comply with all Environmental Statutes.

(c) Tenant hereby agrees to indemnify and to hold harmless Landlord, its agents and employees, of, from and against any and all expense, loss or liability suffered by Landlord by reason of Tenant's breach of any of the provisions of this Section, including, but not limited to, (i) any and all expenses that Landlord, its agents and employees may incur in complying with any Environmental Statutes, (ii) any and all costs that Landlord, its agents and employees may incur in studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the release of any Hazardous Substance or waste at or from the Demised Premises, (iii) any and all costs for which Landlord, its agents and employees may be liable to any governmental agency for studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the release of a Hazardous Substance or waste at or from the Demised Premises, (iv) any and all fines or penalties assessed, or threatened to be assessed, upon Landlord, its agents and employees by reason of a failure of Tenant to comply with any obligations, covenants or conditions set forth in this Section, and (v) all reasonable legal fees and costs incurred by Landlord, its agents and employees in connection with any of the foregoing.

(d) Tenant's covenants, obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

(e) Landlord hereby agrees to indemnify and to hold harmless Tenant, its agents and employees, of, from and against any and all reasonable expense, loss or liability suffered by Tenant arising from the presence of Hazardous Substances in violation of Environmental Statutes located within the Property prior to the date the Demised Premises is delivered to Tenant or to the extent caused by Landlord, including (i) any and all costs that Tenant, its agents and employees may incur in studying, assessing, containing, removing, remedying, mitigating, or otherwise responding to, the release of any such Hazardous Substance at or from the Property, (ii) any and all costs for which Tenant, its agents and employees may be liable to any governmental agency for studying, assessing, containing, removing, remedying, mitigating, or otherwise responding

to, the release of such Hazardous Substance at or from the Demised Premises, (iii) any and all fines or penalties assessed, or threatened to be assessed, upon Tenant, its agents and employees related to such Hazardous Substances, and (iv) all reasonable legal fees and costs incurred by Tenant, its agents and employees in connection with any of the foregoing.

22. SUBORDINATION. This Lease is and shall be subject and subordinate to all the terms and conditions of all underlying mortgages and to all ground or underlying leases of the Property which may now or hereafter encumber the Building and/or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be necessary. Notwithstanding the automatic subordination of this Lease, Tenant shall execute, within five (5) business days after request, any certificate that Landlord may reasonably require acknowledging such subordination. If Landlord has attached to this Lease, or subsequently delivers to Tenant, a form of subordination agreement required by a mortgagee of the Property, Tenant shall execute and return the same to Landlord within five (5) business days after receipt thereof by Tenant. Notwithstanding the foregoing, the party holding the instrument to which this Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and in such case this Lease shall continue in full force and effect at the option of the party holding the superior lien (subject to the limitations in Section 20(c)), and Tenant shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment.

23. ESTOPPEL STATEMENT. Tenant shall from time to time, within five (5) business days after request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments or modifications), the dates to which Rent and other charges have been paid, and whether or not, to the best of Tenant's knowledge, Landlord is in default or whether Tenant has any claims or demands against Landlord (and, if so, the default, claim and/or demand shall be specified), and such other information reasonably requested by Landlord.

24. RESERVATION OF LANDLORD'S RIGHTS. Notwithstanding anything to the contrary contained herein, Landlord explicitly reserves, without limitation, the following rights, each of which Landlord may exercise without liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Demised Premises and shall not give rise to any claim for setoff or abatement of Rent or any other claim or otherwise affect any of Tenant's obligations hereunder:

(a) to enter the Demised Premises at reasonable times and upon reasonable notice to inspect the Demised Premises and to make repairs,

alterations or improvements to the Demised Premises or other portions of the Building, provided that Landlord shall use reasonable efforts to avoid material interference to the conduct of Tenant's business operations therein;

(b) to erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Demised Premises in reasonable locations, provided that Landlord shall use reasonable efforts to avoid material interference to the conduct of Tenant's business operations therein; and

(c) to show the Demised Premises to prospective mortgagees and purchasers and, during the twelve (12) months prior to expiration of the Term, to prospective tenants.

25. EXPIRATION OF TERM; HOLDING-OVER. Upon or prior to the expiration or earlier termination of this Lease, Tenant shall remove Tenant's goods and effects and those of any other person claiming under Tenant, and quit and deliver up the Demised Premises to Landlord peaceably and quietly in as good order and condition as existed at the inception of the Term, reasonable use and wear thereof, damage from fire and extended coverage type risks, and repairs which are Landlord's obligation excepted, and Tenant shall specifically comply with Exhibit "B" attached hereto. Goods and effects not removed by Tenant at the termination of this Lease, however terminated, shall be considered abandoned and Landlord may dispose of and/or store the same as it deems expedient, the cost thereof to be charged to Tenant. Should Tenant continue to occupy the Demised Premises after the expiration of the Term, including any renewal or renewals thereof, or after a forfeiture incurred, such tenancy shall (without limitation of any of Landlord's rights or remedies therefor) be one at sufferance at a minimum monthly rental equal to one hundred fifty percent (150%) of the Rent payable for the last full month of the Term. No holdover by Tenant or payment by Tenant after the expiration or earlier termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of the Demised Premises by summary proceedings or otherwise. In the event that Landlord is unable to deliver possession of the Demised Premises to a new tenant or to perform improvements for a new tenant as a result of any holdover by Tenant after receipt of Landlord's notice to vacate, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers as a result of Tenant's holdover.

26. Intentionally Deleted.

27. FINANCIAL STATEMENTS. Upon the request of Landlord or any mortgagee or prospective mortgagee, Tenant shall provide to Landlord complete copies of Tenant's latest annual financial statements and such other information as may be reasonably requested. Landlord agrees that Landlord shall execute a non-disclosure agreement for the benefit of Tenant, in form reasonably acceptable to Landlord and Tenant, and shall keep all financial documents provided by Tenant confidential, and shall not share or disclose to anyone,

except for its attorney, advisors (who have a need to know such information in the case of a refinancing), accountants, purchasers, partners, prospective partners, brokers, mortgagees, and prospective mortgagees, as necessary, provided that Landlord shall have first caused such third party to execute a nondisclosure agreement, in form reasonably acceptable to Tenant, before providing the financial information (or other such information) to the third party.

28. RENT, USE AND OCCUPANCY TAX. If, during the Term, including any renewal or extension thereof, any tax is imposed upon the privilege of renting or occupying the Demised Premises, Tenant's use of the Demised Premises, or upon the amount of rentals collected therefor, Tenant will pay each month, as Additional Rent, a sum equal to such tax or charge that is imposed for such month, but nothing herein shall be taken to require Tenant to pay any income, estate, inheritance or franchise tax imposed upon Landlord.

29. QUIET ENJOYMENT. Tenant, upon paying the Rent, and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the Term of this Lease without hindrance or molestation by anyone claiming by or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease and of record.

30. NOTICES. All notices required to be given hereunder shall be sent by registered or certified mail, return receipt requested, by Federal Express or other overnight express delivery service or by hand delivery against written receipt or signed proof of delivery, to the respective Notice Addresses set forth in Section 1(j), and to such other person and address as each party may from time to time designate in writing to the other. Notices shall be deemed to have been received on the date delivered or the date delivery is refused. For convenience purposes only, notices may also be sent via facsimile or electronic mail; provided, however, that such notices shall not be deemed to have been received until the same notice is also deemed delivered in accordance with the first two sentences of this Section.

31. RIGHT OF FIRST OFFER TO PURCHASE. Provided Tenant is not in default of any of the terms and conditions of this Lease, if at any time during the Term, Landlord (in its sole and absolute discretion) desires to sell the Property, Tenant shall have a right of first offer to purchase the Property (the "**Right of First Offer**") on the following terms:

(a) In the event Landlord desires to sell the Property, Landlord shall promptly deliver to Tenant a written notice of intent to sell the Property (the "**ROFO Notice of Intent**"). The ROFO Notice of Intent shall contain all of the material terms and conditions upon which Landlord desires to offer to sell the Property, including, but not limited to, the purchase price, the proposed closing date, representations and warranties to be provided by Landlord, material economic terms other than purchase price, if any, condition of title and the

encumbrances (including mortgages and liens) which will not be discharged or released at closing.

(b) Tenant shall have five (5) business days from the date of its receipt of the ROFO Notice of Intent to exercise its Right of First Offer by delivering a written notice of Tenant's election to exercise its Right of First Offer (the "**ROFO Exercise Notice**") to Landlord within said five (5) business days. In the event Tenant fails to deliver such ROFO Exercise Notice within said five (5) business days, Tenant's Right of First Offer shall be null and void and this Section 31 shall be of no further force and effect.

(c) In the event that Tenant exercises the Right of First Offer, Landlord and Tenant shall negotiate in good faith to enter into an agreement of sale for the purchase and sale of the Property on the terms and conditions that are contained in the ROFO Notice of Intent. If Landlord and Tenant are unable to negotiate and enter into a mutually acceptable agreement of sale within thirty (30) days after the date of Landlord's receipt of the ROFO Exercise Notice, despite their efforts to negotiate in good faith, or if Tenant does not timely exercise its Right of First Offer, then Tenant's Right of First Offer shall be null and void and this Section 31 shall be of no further force and effect.

(d) Notwithstanding the foregoing or anything to the contrary contained herein, Tenant's rights under this Section 31: (i) are expressly subject and subordinate to the rights of the holder(s) of any ground lease, mortgage, deed of trust or security with respect to the Property or any portion thereof (collectively, the "**Mortgagee**") and shall not be applicable to any sale, transfer or disposition of the Property or any portion thereof: (x) to a Foreclosure Purchaser (hereinafter defined), (y) to the Mortgagee (or any nominee thereof) or its successors or assigns through receivership, as a mortgagee in possession, or otherwise, or if the Mortgagee (or any nominee thereof) acquires the interest of the Landlord by foreclosure of the Mortgage, or by proceedings under its loan documents, deed in lieu or otherwise, or (z) by such Mortgagee (or nominee thereof) after it has acquired title by any of the foregoing methods (each, a "**Mortgage Transfer**"); and (ii) shall not apply with respect to any bona fide sale, transfer or disposition of the Property or any portion thereof to any Landlord Affiliate (as hereinafter defined) or as part of a sale, transfer or disposition of more than one property to the same or affiliated entities (a "**Portfolio Transfer**"). As used herein: (1) a "**Landlord Affiliate**" shall mean any entity affiliated with Landlord or the direct or indirect partners, members or shareholders of Landlord, including, without limitation, any entity that is in control of, is under common control with, or is controlled by, Landlord or any of its direct or indirect members, partners, or shareholders, and (2) a "**Foreclosure Purchaser**" shall mean any party other than the Mortgagee acquiring title to the Property by purchase at a foreclosure sale, by deed or otherwise, or through a deed-in-lieu thereof.

(e) Notwithstanding anything to the contrary contained herein, Tenant's

rights under this Section 31 shall terminate, and shall be automatically extinguished and be of no further force and effect upon, the earliest to occur of: (i) the expiration or termination of this Lease, (ii) any ROFO Notice of Intent is not timely exercised by Tenant as set forth above; (iii) any sale of the Property made in compliance with the terms of this Section 31 and/or Section 32 hereinbelow; (iv) the consummation of a Mortgage Transfer or a Portfolio Transfer; or (v) if Landlord and Tenant enter into an agreement of purchase and sale for the Property pursuant to the terms of this Section 31 and/or Section 32 hereinbelow, and closing fails to occur thereunder for any reason other than a default by Landlord.

32. PURCHASE OPTION. Provided Tenant is not in default of any of the terms and conditions of this Lease, if at any time during the third (3rd) Lease Year, Tenant desires to purchase the Property, Tenant shall have the right to purchase the Property (the “**Purchase Option**”) on the following terms:

(a) If Tenant desires to exercise the Purchase Option, Tenant must give notice (the “**Option Notice**”) to Landlord on or prior to the ninetieth (90th) day prior to the expiration of the third (3rd) Lease Year. The purchase price shall equal the Option Purchase Price (hereinafter defined), plus all outstanding Rent owed as of the date of the closing of the purchase of the Property.

(b) Upon receipt of the Option Notice, Landlord and Tenant shall negotiate in good faith the terms and conditions of a purchase and sale agreement (the “**Sale Agreement**”) in a form customary for a commercial real estate sale in the State of Illinois, but that provides as follows: (i) upon the execution of the Sale Agreement, Tenant shall pay a deposit to the title company insuring title for the transaction in the amount of five percent (5%) of the Option Purchase Price (the “**Purchase Deposit**”), which Purchase Deposit shall be applicable to the Option Purchase Price at closing thereon and shall not be applicable to any Rent owed hereunder; (ii) in the event of Tenant’s default of the Sale Agreement, the Purchase Deposit shall be immediately paid to Landlord (and shall be in addition to all Rent owed hereunder); (iii) Tenant shall not have any feasibility period or termination right; (iv) closing will occur on or prior to the earlier of the expiration of the third (3rd) Lease Year or thirty (30) days after the date of the Sale Agreement; (v) Landlord shall not be obligated to make any representations or warranties with regard to the Property; (vii) Landlord’s only obligation with regard to the title to the Property shall be to pay off any mortgages and other monetary liens caused by Landlord; and (viii) closing costs shall be prorated, allocated, and paid as is customary in the State of Illinois.

(c) As used herein, the “**Option Purchase Price**” shall mean the Fair Market Sales Price (hereinafter defined). As used herein, the “**Fair Market Sales Price**” shall mean the fair market sales value of the Property based on the Rent, financial condition of Tenant and Guarantor, the condition of the Property, the location of the Property, the then current financing, real estate and market

conditions for similar properties in the applicable market, and such other factors as the applicable Appraiser (hereinafter defined) shall determine, as determined as follows:

(i) Each of Landlord and Tenant shall select a real estate appraiser or real estate broker from a major firm in the applicable market with at least ten (10) years experience in the sale of similar buildings in the applicable market (each, an “**Appraiser**”), and shall provide written notice to the other party of such selection within ten (10) days of the date of the Option Notice. The two (2) Appraisers shall negotiate in good faith to agree upon the Fair Market Sales Price.

(ii) If the two (2) Appraisers fail to agree upon the Fair Market Sales Price within ten (10) days after selection of the second Appraiser, the two (2) Appraisers shall select a third (3rd) Appraiser meeting the foregoing requirements to determine the Fair Market Sales Price within ten (10) days after the appointment of the third (3rd) Appraiser. The Fair Market Sales Price shall equal the arithmetic average of such three (3) determinations; provided, however, that if one (1) Appraiser’s determination deviates by more than five percent (5%) from the median of the three (3) determinations, the Fair Market Sales Price shall be an amount equal to the average of the other two (2) determinations. The determination of the Fair Market Sales Price in accordance with the foregoing shall be final, binding and conclusive on Landlord and Tenant.

(d) If, notwithstanding good faith negotiations, Landlord and Tenant are unable to enter into a Sale Agreement as provided above, so that the closing thereunder shall occur prior to the expiration of the third (3rd) Lease Year, then Tenant’s Purchase Option shall be null and void and this Section 32 shall be of no further force and effect.

(e) Notwithstanding anything to the contrary contained herein, Tenant’s rights under this Section 32 shall terminate, and shall be automatically extinguished and be of no further force and effect upon, the earliest to occur of: (i) the expiration or termination of this Lease, (ii) any sale of the Property made in compliance with the terms of Section 31 hereinabove or this Section 32; (iii) the consummation of a Mortgage Transfer or a Portfolio Transfer; (iv) if Landlord and Tenant enter into an agreement of purchase and sale for the Property pursuant to the terms of Sections 31 and/or this Section 32 (including, but not limited to, a Sale Agreement) and closing fails to occur thereunder for any reason other than a default by Landlord; (v) Tenant does not timely deliver the Option Notice as provided in this Section 32 above; or (vi) Tenant does not timely close on the purchase of the Property on or prior to the expiration of the third (3rd) Lease Year.

33. GUARANTY. To induce Landlord to execute this Lease, Guarantor shall deliver to Landlord, in the form attached as **Exhibit “C”** hereto, its guaranty of the Tenant’s obligations under this Lease. If Guarantor fails to deliver such guaranty to Landlord simultaneously with the delivery of this Lease to Landlord

as executed by Tenant, Tenant shall have no rights or interests in the Demised Premises or under this Lease.

34. EXTERIOR SIGN. Tenant shall have the right, at Tenant's sole cost and expense, to install and maintain one identification sign with Tenant's name on the exterior of the Building (the "**Exterior Sign**"), subject to the following terms and conditions: (i) the size, location and illumination of the Exterior Sign shall be as approved by Landlord in writing; (ii) prior to the installation of the Exterior Sign, Tenant shall deliver to Landlord complete plans for the installation of such Exterior Sign for Landlord's review and approval; (iii) prior to the installation the Exterior Sign, Tenant shall obtain all required municipal and other governmental approvals therefor and shall submit copies of the same to Landlord; (iv) Tenant shall repair all damage to the Building caused by the installation of the Exterior Sign; (v) Tenant shall repair and maintain the Exterior Sign in good condition and in accordance with all applicable laws and requirements throughout the Term; (vi) if the Exterior Sign is illuminated, Tenant shall be solely responsible for all utility costs (including installation and consumption costs) for the Exterior Sign; and (vii) upon the expiration or earlier termination of this Lease, Tenant shall remove the Exterior Sign and shall repair all damage occasioned thereby, which obligation shall survive the expiration or earlier termination of this Lease. In the event that the Exterior Sign is not so removed or any damage caused by the removal is not so restored, Landlord may remove and dispose of the Exterior Sign, and/or repair such damage, as Landlord determines in its sole discretion, the cost of such removal, disposal and repair to be charged to Tenant.

35. MISCELLANEOUS.

(a) Tenant represents and warrants to Landlord that Tenant has dealt with no broker, agent or other intermediary in connection with this Lease other than Landlord's Broker and Tenant's Broker, if any, specified in Section 1(o), and that insofar as Tenant knows, no other broker, agent or other intermediary negotiated this Lease or introduced Tenant to Landlord or brought the Building to Tenant's attention for the lease of space therein. Tenant agrees to indemnify, defend and hold Landlord and its partners, employees, agents, their officers and partners, harmless from and against any claims made by any broker, agent or other intermediary other than Landlord's Broker or, if applicable, Tenant's Broker, with respect to a claim for broker's commission or fee or similar compensation brought by any person in connection with this Lease, provided that Landlord has not in fact retained such broker, agent or other intermediary. Landlord agrees to pay all commissions payable to Landlord's Broker pursuant to a separate, written agreement between Landlord and Landlord's Broker. If any Tenant's Broker is specified in Section 1(o), Landlord's Broker shall pay Tenant's Broker a co-brokerage commission pursuant to a separate, written agreement between Landlord's Broker and Tenant's Broker.

(b) The term "Tenant" as used in this Lease shall be construed to

mean tenants in all cases where there is more than one tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, limited liability companies, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. This Lease shall not inure to the benefit of any assignee, transferee or successor of Tenant except in accordance with the provisions of Section 13 of this Lease. Subject to the foregoing limitation, each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Tenant, its successors and assigns.

(c) The term "Landlord" as used in this Lease means the fee owner of the Building or, if different, the party holding and exercising the right, as against all others (except space tenants of the Building) to possession of the entire Building. In the event of the voluntary or involuntary transfer of such ownership or right to a successor-in-interest of Landlord, Landlord shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability therefor upon transfer of such portion to its successor in interest) and Tenant shall look solely to such successor in interest for the performance of the covenants and obligations of Landlord hereunder (either in terms of ownership or possessory rights). The successor in interest (including without limitation any holder of a mortgage who shall succeed to Landlord's possessory or ownership interest) shall not (i) be liable for any previous act or omission of a prior landlord; (ii) be subject to any rental offsets or defenses against a prior landlord; (iii) be bound by any payment by Tenant of Rent in advance in excess of one (1) month's Rent; or (iv) be liable for any security not actually received by it. Subject to the foregoing, and to the provisions of Section 20(c), the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Landlord.

(d) If either Landlord or Tenant institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, the prevailing party shall be entitled to all reasonable costs and expenses incurred by the prevailing party in connection with such litigation, including, without limitation, reasonable attorneys' fees.

(e) Time is of the essence of this Lease and all of its provisions.

(f) If Landlord or Tenant is delayed or prevented from performing any of their respective obligations under this Lease due to strikes, acts of God, shortages of labor or materials, war, civil disturbances or other causes beyond the reasonable control of the performing party ("**Force Majeure**"), the period of such delay or prevention shall be deemed added to the time herein provided for the performance of any such obligation by the performing party. Notwithstanding the foregoing, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for

the written exercise of an option or right by either party.

(g) Tenant shall not record this Lease or a short form memorandum of this Lease without the prior written consent of Landlord, and any such attempted recordation shall be void and of no force or effect and shall constitute a default hereunder; and Tenant hereby appoints Landlord its attorney-in-fact to file any instrument to remove or discharge from record any such recordation of this Lease or memorandum.

(h) Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Lease or any amendments or exhibits hereto.

(i) This Lease, the exhibits, and any riders attached hereto and forming a part hereof set forth all of the promises, agreements, conditions, warranties, representations, understandings and promises between Landlord and Tenant relative to the Property, the Building, the Demised Premises and this leasehold and Tenant expressly acknowledges that Landlord and Landlord's agents have made no representation, agreements, conditions, warranties, representations, understandings or promises, either oral or written, other than as herein set forth, with respect to the Property, the Building, the Demised Premises, this leasehold or otherwise. No alteration, amendment, modification, waiver, understanding or addition to this Lease shall be binding upon Landlord unless reduced to writing and signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord. Tenant agrees to execute any amendment to this Lease required by a mortgagee of the Building, which amendment does not materially adversely affect Tenant's rights or obligation hereunder.

(j) The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof.

(k) If any provision contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (and the application of such provision to the persons or circumstances, if any, other than those as to which it is invalid or unenforceable) shall not be affected thereby, and each and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(l) This Lease shall be governed by and construed in accordance with the laws of the State in which the Property is located, without giving effect to the principles of conflict of laws.

(m) This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original hereof, but all of which, taken together, shall constitute one and the same instrument. The transmission of a signed

counterpart of this Lease by facsimile, DocuSign or by portable document file ("PDF") shall have the same force and effect as the delivery of an original signed counterpart of this Lease, and shall constitute valid and effective delivery for all purposes.

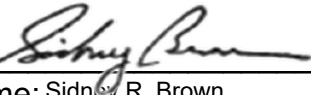
36. DELIVERY FOR EXAMINATION. DELIVERY OF THE LEASE TO TENANT SHALL NOT BIND LANDLORD IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the parties hereto have executed this Lease or caused this Lease to be executed by their duly authorized representatives the day and year first above written.

LANDLORD:

THE FOUR B'S,
a New Jersey general partnership

By: 
Name: Sidney R. Brown
Title: CEO

TENANT:

PETERBILT ILLINOIS - CHICAGO, INC.,
a Wisconsin corporation

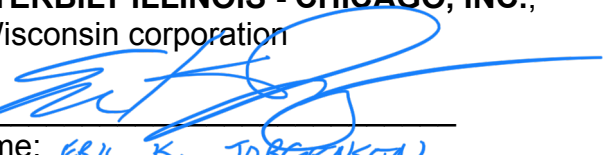
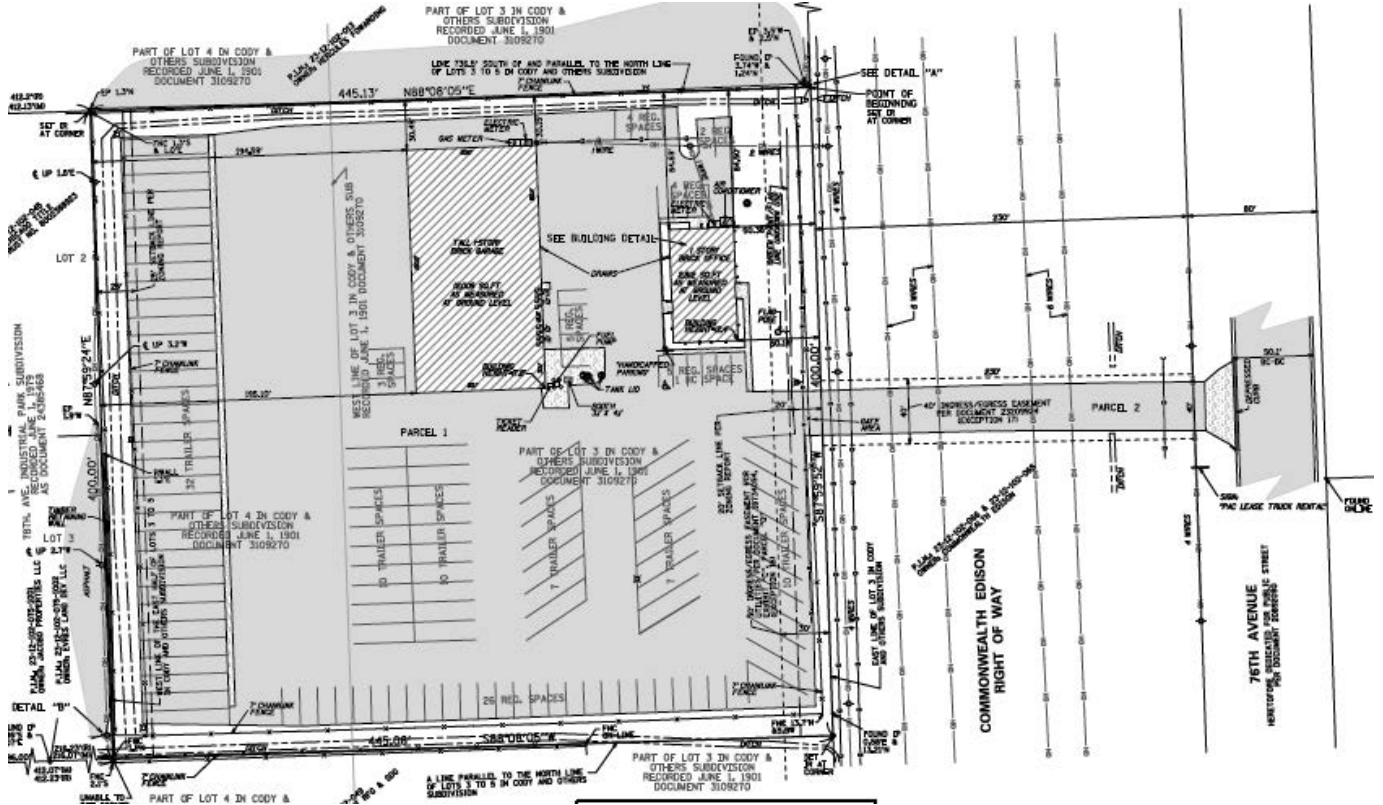
By: 
Name: ERIK K. JORGENSEN
Title: President + CEO

EXHIBIT "A"

SITE PLAN



SURRENDER OBLIGATIONS

Before surrendering the Demised Premises, Tenant shall remove all of its personal property, trade fixtures, and such alterations or additions to the Demised Premises made by Tenant as may be specified for removal thereof. If Tenant fails to remove such personal property, trade fixtures, and alterations upon the Expiration Date or earlier termination of this Lease, the same shall be deemed abandoned and shall become the property of the Landlord. The following list is designed to assist Tenant in the move-out procedures but is not intended to be all inclusive. Upon Tenant's completion of its surrender obligations as provided in this Lease, please contact Landlord's property manager to coordinate turning in keys, utility changeover, and scheduling an inspection of the Demised Premises. In the event Tenant fails to arrange a joint inspection of the Demised Premises with Landlord upon Tenant's vacating of the Demised Premises, Landlord's inspection at, or subsequent to, Tenant's vacation of the Demised Premises shall be conclusively deemed correct for the purpose of determining Tenant's responsibilities with respect to the repair and restoration of the Demised Premises.

- 2-

8. Carpet and Tile : The carpet and vinyl tiles should be in a clean condition and should not have any holes or chips in them, ordinary wear and tear on these items is acceptable provided they have been maintained.
9. Roof: Any Tenant-installed equipment must be removed with all roof penetrations properly repaired by a licensed roofing contractor approved by Landlord. Leaks arising from any Tenant-installed equipment or roof penetrations must be fixed in accordance with Landlord's maintenance and repair recommendations.
10. Signs: All exterior signs must be removed with holes patched and painted to match Building standard paint as necessary. All window or other interior signs must be removed.
11. Heating and Air Conditioning System: The heating/air conditioning systems and warehouse heaters and exhaust fans should be in good working order, including the necessary replacement of any parts to return to a well maintained condition. Upon move out, Landlord may have an exit inspection performed by a certified mechanical contractor to determine the condition.
12. Electrical & Plumbing: All electrical and plumbing equipment to be returned in good working condition and repair and conforming to code.
13. Overall Cleanliness: Clean windows, sanitize bathroom(s), vacuum carpet, blow down walls, and remove any and all debris from office and warehouse. Remove all pallets and debris from exterior of Demised Premises. All trade fixtures, dumpsters, racking, trash, vending machines and other personal property to be removed.
14. Odors: Tenant shall remove any odor which may exist in the Demised Premises resulting from Tenant's occupancy of the Demised Premises prior to surrendering or vacating the Demised Premises.

EXHIBIT “C”

GUARANTY

(see attached)

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the “**Guaranty**”) is given as of the ____ day of _____, 2023, by **JX ENTERPRISES, INC.**, a Wisconsin corporation (the “**Guarantor**”), to and for the benefit of **THE FOUR B’S**, a New Jersey general partnership and its successors and assigns (collectively, the “**Landlord**”).

WITNESSETH

A. Landlord and **PETERBILT ILLINOIS - CHICAGO, INC.**, a Wisconsin corporation (the “**Tenant**”) are parties to a certain lease (the “**Lease**”) dated on or around the date hereof.

B. As a condition to entering into the Lease, Landlord is requiring Guarantor to guaranty and become surety for the payment and performance of all of the covenants, representations, obligations and liabilities of Tenant under the Lease.

NOW, THEREFORE, for and in consideration of the entering into the Lease by Landlord in accordance with the terms thereof, and the covenants of Guarantor herein contained, and intending to be legally bound hereby, Guarantor hereby covenants as follows:

1. The above recitals are true and correct and are incorporated into this Guaranty as if set forth at length herein.

2. Guarantor hereby irrevocably and unconditionally guarantees and becomes surety for the prompt and faithful payment and performance of all of the covenants, obligations and liabilities of Tenant, its successors and assigns, under the Lease, including, but not limited to, the payments of all installments of Rent (as defined in the Lease), all damages in the event of any default of any of the provisions of the Lease, and any and all other sums due Landlord thereunder, and also for all representations of Tenant under the Lease. All of such obligations are incorporated herein.

3. Guarantor expressly consents to any extension of time, leniency, amendment, modification, waiver, forbearance, or any changes which may be made in any terms and conditions of the Lease, and no such change, modification, extension, waiver or forbearance shall release Guarantor from any liability or obligation hereby incurred or assumed. Guarantor further expressly waives any notice of default in or under any of the terms of the Lease, as amended, and waives all setoffs and counterclaims.

4. It is specifically understood and agreed that if any default by Tenant occurs under the Lease, Landlord shall be entitled to commence any action or proceeding against Guarantor or otherwise exercise any available remedies at law or in equity to enforce the provisions of this Guaranty without first commencing any action or

otherwise proceeding against Tenant or any other party, or otherwise exhausting all of its available remedies against Tenant.

5. In the event that any party pursues legal action to enforce the terms of this Guaranty, the non-prevailing party shall be liable for, and shall reimburse the prevailing party for all reasonable costs and expenses, including reasonable attorney's fees, incurred or paid in connection therewith, which obligations shall survive this Guaranty.

6. No payment by Guarantor to Landlord during the term of this Guaranty shall entitle Guarantor, by subrogation or otherwise, to any payment from Tenant under or out of the property of Tenant, except after payment in full to Landlord of all amounts due and payable by Tenant to Landlord pursuant to the Lease.

7. The liability of Guarantor shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of Tenant or any assignee in any condition, receivership, bankruptcy (including Chapter VII or Chapter XI bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Code) or other insolvency proceeding, or the rejection or disaffirmation of Tenant or any assignee in any such insolvency proceeding, and shall continue with respect to all obligations which would have accrued under the Lease absent such rejection or disaffirmation of the Lease.

8. Guarantor acknowledges that it is financially interested in Tenant.

9. Guarantor shall from time to time, within fifteen (15) days after request by Landlord, execute, acknowledge and deliver to Landlord a statement to be relied upon by Landlord, lenders and potential purchasers certifying that this Guaranty is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments or modifications). Guarantor's failure to comply with this Section, time being of the essence, shall be a default under this Guaranty and, in addition to any and all other remedies set forth herein, shall subject Guarantor to all of Landlord's actual and consequential damages resulting from Guarantor's failure to comply with same.

10. This Guaranty shall inure to the benefit of Landlord, its successors and assigns and shall be binding upon the successors and assigns of Guarantor.

11. This Guaranty shall be enforced in accordance with the laws of the State of Illinois without giving effect to the principles of conflict of laws. **GUARANTOR HEREBY AGREES IT MAY BE SERVED WITH PROCESS AT THE ADDRESS OF GUARANTOR SET FORTH BELOW, AND HEREBY AGREES TO JURISDICTION IN THE STATE OF ILLINOIS FOR ANY LITIGATION RELATED TO THE LEASE AND THIS GUARANTY.**

12. This Guaranty shall be irrevocable and shall continue notwithstanding any assignment, sublease or other transfer of the Lease or the Demised Premises (as defined in the Lease) or any interest therein.


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

14. The transmission of a signed counterpart of this Guaranty by facsimile, DocuSign or by portable document file ("PDF") shall have the same force and effect as the delivery of an original signed counterpart of this Guaranty, and shall constitute valid and effective delivery for all purposes.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty as of the day and year first above written.

JX ENTERPRISES, INC.,
a Wisconsin corporation

By: 
Name: ERIC B. JORGENSEN
Title: PRESIDENT & CEO

Address of Guarantor: 925 Walnut Ridge Drive, Suite 150
Hartland, WI 53029
Attention: Mark Muskevitsch